(Corporate Contracts Department)
The Tata Power Company Limited, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

Procedure for Participating in Tender

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Participation Fee	Last date and time for Payment of Tender Participation Fee
CC23VKD040	Outline Agreement 3 years for Meter Reading & Bill Dispatch for Mumbai Distribution.	5 Lacs	Rs. 1000	09.03.2023 1500 Hrs

Please note that corresponding details mentioned in this document will supersede any other details mentioned anywhere else in the Tender Document.

Procedure for Participating in Tender. Following steps to be done before "Last date and time for Payment of Tender Participation Fee" as mentioned above

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
    a. Tender Enquiry number
    b. Name of authorized person
    c. Contact number
    d. e-mail id
    e. Details of submission of Tender Participation Fee
2. Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of

    Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –

    Beneficiary Name – The Tata Power Co. Ltd.

    Bank Name – HDFC Bank Ltd.

    Branch Name – Fort Branch, Mumbai

    Address – Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023.

    Branch Code – 60

    Bank & Branch Code – 400240015

    Account No – 00600110000763

    Account type – CC

    IFSC Code – HDFC0000060

E-mail with necessary attachment of 1 and 2 above to be send to **Ms. Vaishali Kachare** (vaishali.kachare@tatapower.com) and copy to **Mr. Milan Patel** (mrpatel@tatapower.com) , **Mr. Selva Ganesh** (selva.ganesh@tatapower.com) before "Last date and time for Payment of Tender Participation Fee"

Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above after which link from Tata Power E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen only through Tata Power E-Tender system (Ariba). User manual to guide the bidders to submit the bid through e-Tender system (Ariba) is also enclosed.

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above steps (Payment of tender fee and submission of letter with requisite details) to participate in the Tender.

Also it may be strictly noted that once date of "Last date and time for Payment of Tender Participation Fee" is lapsed no Bidder will be sent link from Tata Power E-Tender System (Ariba). Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

Any payment of Tender Participation Fee / EMD by Bidder who have not done the pre-requisite within stipulated timeline will not be refunded.

OPEN TENDER NOTIFICATION

FOR

Outline Agreement of 3 years for Meter Reading & Bill Dispatch Tata Power for Mumbai Distribution.

Tender Enquiry No.: CC23VKD040
(Please note this reference number has to be quoted in all submission pertaining to this tender)

The Tata Power Company Limited (Tata Power)
Corporate Contracts,

Smart Center of Procurement Excellence,

2nd Floor, Sahar Receiving Station,

Near Hotel Leela,

Sahar Airport Road,

Andheri East, Mumbai-400059

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

CONTENTS OF THE ENQUIRY

Following Documents Form Part of Tender Enquiry:

Section no	Description
A	Tender Notice Including Instruction to Bidders and key formats (this document)
	A1 Tender Notice Including Instruction to Bidders
	A2 : Pre-Qualification Requirement
	A3 : Price Bid Format
	A4 : Query / Clarification / Deviation Format
	A5 : Special Condition of Contracts
	A6 : Earnest Money Deposit Bank Guarantee Format
	A7 : CPBG / PBG Format
B	Technical Job Scope/ Specifications
C	Standard Terms and Conditions and other documents
	C1 General Terms and Conditions – Supply
	C2 General Terms and Conditions – Services
	C3 General Terms and Conditions – Addendum for Open Tender
	C4 Safety Terms and Conditions
	C5 Safety PQR Requirement Submission Format
	C6 Health and Safety Policy
	C7 Environment Policy
	C8 Sustainability Policy
	C9 Tata Code of Conduct

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Section A1 : Tender Notice including Instruction to Bidders

1. Tender Details

1.1 Key Tender Specific Details

Reference Number	**CC23VKD040**
Description	**Outline Agreement 3 years for Meter Reading & Bill Dispatch for Mumbai Distribution.**
Type of Tender	**Firm**
Tender Fee	**Rs 1000/-**
Earnest Money Deposit (EMD)	**Rs 5,00,000/-** **Rs . Five lakhs Only** **PLEASE NOT THAT IT IS MANDATORY TO SUBMIT EMD IN BANK GUARANTEE FORMAT ONLY**
Price Basis	**Firm.**
Executive Handling this Tender*	Name: Ms Vaishali Kachare E-Mail ID: vaishali.kachare@tatapower.com
Reporting Manager*	Name: Mr. Milan Patel / Mr. Selva Ganesh E-Mail ID: mrpatel@tatapower.com; selva.ganesh@tatapower.com
Technical Query *	Name: Mr. Amberish Gaekwad/ Mr. Kedar Mahajan E-Mail ID : amberishgaekwad@tatapower.com / kedar.mahajan@tatapower.com

*You may contact the above personnel from Monday to Friday during office hours only.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

1.2 Calendar of Events

(a)	Payment of Tender Fee and Submission of letter nominating authorized person by Interested Bidder indicating their intent to Buy Tender	Till 27 Feb 2023, 1500 Hours
(b)	Access to Tender Documents through E-Tender system to authorized person of Interested Bidder	By 27 Feb 2023
(c)	Last Date of receipt of pre-bid queries, if any.	By 1 March 2023
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	By 3 March 2023
(e)	Last date and time of receipt of Bids	9 March 2022 later 15:00 Hours

Note:- * These date and time are as planned and tentative. In case of change the same shall be intimated to Authorized Person of Interested Bidder through E-Tender System.

Please note post submission of Bids relevant communication will be done with Authorized Person of Interested Bidder through E-Tender System

1.3 Mandatory documents required along with the Bid

1.3.1 Bid Guarantee Fee (EMD) of requisite value and validity. PLEASE NOTE THAT BID GUARANTEE ONLY IN FORM OF BANK GUARANTEE WILL BE ACCEPTED.

1.3.2 Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.

1.3.3 Technical Submission including Drawings, Type Test details etc as detailed in Technical Specification.

1.3.4 Required Commercial Submission as detailed in Tender Document

1.3.5 Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry

1.3.6 Proper authorization letter to sign the tender and participate in Tata Power E-Tender system on the behalf of bidder.

Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

Also please note that whenever editable format are shared it is requested that data be filled in relevant cells. No formatting or addition / deletion of rows / columns to be done. Wherever editable Excel submission are requested the file should be free from references, macros etc.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Checklist of Document Submission

Stage of Tendering	Document	Type of Format	Mode of submission
Before last date of Pre-Bid Query	Query / Clarification / Deviation (QCD) Format. Separate Excel sheet to be used for Technical and Commercial Pre-Bid Query	Editable Excel Format	Through message in E-tender system
Bid Submission Envelope 1 (First Part)	**Earnest Money Deposit**	**Original Bank Guarantee**	**In Sealed Envelope**
Bid Submission Envelope 2 (Second Part)	**Documents to be uploaded in Ariba only.** In case of multiple files, a zipped folder can be attached for the same (size limit of 100MB per zipped file)		
	Technical PQR and Backup documents for Technical PQR	Editable Excel / Signed and Scanned documents	E-Tender System
	Technical Submission as required for Technical Specifications and all backup documents	Editable Excel / Signed and Scanned documents as required	E-Tender System
	Query / Clarification / Deviation (QCD) Format for Deviation if any	Editable Excel Format	E-Tender System
	Duly filled Unpriced Bid Format	Signed and scanned copy of document	E-Tender System
Bid Submission Envelope 3 (Third Part)	Duly filled Priced Bid Format	To be entered in E-Tender System Signed and scanned copy and editable Excel zipped in one file	E-Tender System

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

1.4 Deviation from Tender

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the Query / Clarification / Deviation (QCD) Format. Deviations have to be mandatorily submitted in editable Excel sheet Technical and Commercial deviation have to be submitted separately.
Technical or Commercial Deviation should be mentioned in Deviation Format only. Deviation in any other document or Format will not be considered.

1.5 Right of Acceptance/Rejection

1.5.1 Bids are liable for rejection in absence of following:-
1.5.2 Mandatory Documents as listed in 1.3 above
1.5.3 Price Bid as per the Price Schedule mentioned in Tender Document
1.5.4 Receipt of Bid and Response to queries within the due date and time
Tata Power reserves the right to accept/reject any or all the bids without assigning any reason thereof.

1.6 Qualification Criteria

Qualification Requirement expectation and document are detailed in documents in Section A2

1.7 Pre-Bid Queries

Pre-Bid Queries if any has to be sent through message in E-Tender System. Pre-Bid Query has to be sent only in the Query / Clarification / Deviation (QCD) Format. Technical Pre-Bid Query and Commercial Pre-Bid Query have to be submitted in Separate Editable Excel File in Prescribed Format. Pre-Bid Queries sent in any other format or send through any other communication channel will not be accepted and answered. Pre-Bid Query have to be sent in the stipulated timeline as defined in the Tender Document. No Pre-Bid Query will be accepted after the due time and date as specified as "Last Date of receipt of pre-bid queries, if any"

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts and other parts of Tender Documents. Bidders must agree to these rules prior to participating. In addition to other remedies available, Tata Power reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts or other part of the Tender Documents. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace
- Breach of terms as published in TENDER

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

- Submit irrelevant documents or frequently cases of missing documents as part of compliance to Qualifying, Technical or Commercial Requirements causing unnecessary delay in Tender Evaluation

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from Tata Power. This includes all bidding information submitted to Tata Power. All tender documents remain the property of Tata Power and all suppliers are required to return these documents to Tata Power upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ / each line item as calculated in Schedule of Items. Tata Power however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote against each item of Schedule of Items. Failing to do so, Tata Power may reject the bids.

NOTE: In case of a new bidder not registered with Tata Power, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However Tata Power reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of Tata Power shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause and Cap: Not applicable

3. Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. Bids shall be submitted in 3 (three) parts:

FIRST PART: "EMD – BANK GUARANTEE" of Value detailed in 1.1 valid for 180 days from the due date of bid submission in the form of Bank Guarantee favoring 'The Tata Power Company Limited'. The EMD has to be strictly in the format as mentioned in Tender Document, failing which it shall not be accepted by Tata Power and the bid as submitted shall be liable for rejection.

Note : BG of 180 days and further claim period of 180 days is needed. In case the same cannot be issued by your bank then BG valid for 365 days can be provided.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Note : At times bidders have sought Tata Power bank details which is needed by them to make BG. Hence the same is reproduced below. These details are only provided to facilitate making of BG if needed

Tata Power's Bank Details for submitting EMD BG:
Bank Name & Address – ICICI Bank, 163 HT Marg,
Backbay Reclamation, Churchgate, Mumbai 400 020.
A/c no. - 000451000293
IFSC Code – ICIC0000393

The hard copy of EMD in a sealed envelope should be sent on address mentioned in Tender document.

First Part has to be submitted in Sealed Envelope.

First part of the bid shall be sealed in envelope and then placed in a Separate sealed envelope which shall be clearly marked as below:

EMD BID –
"Please mention Tender Reference No"

Please mention our Tender Reference No on the Tender and drop the same in our Tender Box located at Corporate Contracts, The Tata Power Company Limited (Tata Power), Smart Center of Procurement Excellence,2nd Floor, Sahar Receiving Station, Near Hotel Leela, Sahar Airport Road, Andheri East, Mumbai-400059

The bids and the outer envelope shall be addressed to:

Head – Contracts – T & D
Corporate Contracts,

The Tata Power Company Limited (Tata Power),

Smart Center of Procurement Excellence,

2nd Floor, Sahar Receiving Station,

Near Hotel Leela, Sahar Airport Road,

Andheri East, Mumbai-400059

The outer envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

SECOND PART: "TECHNICAL / UN-PRICED COMMERCIAL BID" shall contain the following documents:

a) Documentary evidence in support of Technical, Commercial qualifying criteria

CONFIDENTIAL

b) Technical literature/GTP/Type test report/Details of Qualified Manpower Available/ Testing Facility available etc. *(complete in all respect as desired and detailed in Technical Specification and Technical Requirement Section)*
c) Duly filled Technical and Commercial Deviation Sheets
d) Duly filled formats like Authorization affidavit form
e) *Unpriced Commercial Bid*

The technical / un-priced commercial bid shall be properly indexed and is to be submitted in Soft Copy though E-Tender system of Tata Power. Hard Copy of Technical Bids need not be submitted.

Second Part has to be submitted through E-Tender System Only

THIRD PART: "PRICE BID" shall contain only the price details and strictly in Price Bid format along with explicit break up of basic prices and applicable GST. Basic price should include packaging forwarding, freight, transit insurance and any other cost envisaged by the bidder. Editable Excel copy and sealed and signed copy are to be zipped together and to be submitted in E-Tender System.

Third part has to be submitted only through E-Tender System.

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and Tata Power, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to Tata Power to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained.

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

CONFIDENTIAL

Communication Details: Detailed in 1.1

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of Tata Power. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The quantity break up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only. It also may be noted that the denomination of Purchase Order / Outline Agreement / Rate Contract and associated Payment to Successful Bidder shall also be in Indian Rupees Only. In case Bidder intends to import any equipment, part etc and supply to Tata Power then all liability and costs related to import will rest with the Bidder. All statutory compliances, payments, expenditure etc related to importing of equipment will be responsibility of the bidder.

3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid / E-auction / Negotiation which is later

Notwithstanding clause above, Tata Power may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the Tata Power against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be in following form:

- Bank Guarantee valid for 180 days after due date of submission.

CONFIDENTIAL

The EMD shall be forfeited in case of:

a) The bidder withdraws its bid during the period of specified bid validity.

Or

b) In case of a successful bidder, if the Bidder, within 15 days, does not
i) accept the purchase order, or
ii) furnish the required Contract Performance Bank Guarantee (CPBG)

Original Bank Guarantee submitted as EMD shall be returned only after completion of award process for unsuccessful bidders and issue of Contract Performance Bank Guarantee (CPBG) for successful bidder.

3.9. Contract Performance Bank Guarantee

Bidder shall submit Contract Performance Bank Guarantee in line with Technical specifications of meter (Refer section B).

4. Bid Opening & Evaluation process

4.1 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence Tata Powers processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

4.2 Technical Bid Opening

Bids will be opened at Corporate Office of Tata Power as per our standard Process. The bids shall be opened internally by Tata Power. Technical bid must not contain any cost information whatsoever.

First the envelope marked “EMD” will be opened. Bids without EMD of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened in E-Tender system.

4.3 Preliminary Examination of Bids/Responsiveness

Tata Power will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Tata Power may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Prior to the detailed evaluation, Tata Power will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Bid determined as not substantially responsive will be rejected by the Tata Power and/or the Tata Power and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, Tata Power may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the Tata Power specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by Tata Power.

4.5 Price Bid Opening

Price Bid of only Technically and / or Safety Qualified Bidders shall be considered and open internally by TPC. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of Tata Power without any further correspondence in this regard.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

4.6 Reverse Auction and Price Matching Option

Tata Power reserves the right to conduct the reverse auction AND / OR Manual Negotiations for the products/ services being asked for in the tender. Only Technical Qualified Bids will be allowed to participate in e-auction. Date and time of e-auction will be intimated through E-Tender system to Authorized Person of Interested Bidder.

For case where more than one bidders have to be awarded (including Rate Contract / Outline Agreement) Price Matching Option will be exercised. Volume of job allocated to original competitive bidder will be more than bidder who is chosen through Price Matching Option. Tata Power decision regarding work sharing shall be final and no explanation OR clarification shall be given regarding the same.

5.0 Award Decision

Tata Power will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Priced Bid Format subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/Outline Agreement/ Rate Contact solely depends on Tata Power on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Tata Power may deem relevant.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Tata Power reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and Tata Power reserves the right to award other suppliers who are found fit.

5.1 Rate Contract / Outline Agreement

Rate Contract / Outline Agreement does not guarantee any assured business volume in Rupees or Quantity. Quantities are only indicative and specified for the purpose of readiness as per the request from Purchaser. Supplies shall be only against Firm Purchase Orders placed as per the agreed terms and conditions of Rate Contract / Outline Agreement. Purchaser shall be entitled at its discretion to place firm order for such supplies on "As and When Required Basis" without minimum take-off guarantee.
Rate Contract / Outline Agreement will have list of Items with Unit Rate and applicable Taxes and Duties. There will be a cap on value for which order which can be placed against the Rate Contract / Outline Agreement. Actual quantity ordered for each line item may differ significantly from the tentative quantity indicated in the Tender Document. One / few / all items of Rate Contract / Outline Agreement can be ordered till the Cap Value is reached.

6.0 Order of Preference/Contradiction:

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Outline Agreement/Purchase Order (with Commercial conditions)
2. Special Terms and conditions (if applicable)
3. General Terms and conditions
4. Technical Specifications

In case there is a discrepancy in the BOQ mentioned in tender (to the extent modified through subsequent Corrigendum, if any) and the bid submitted by any bidder, the description as mentioned in the tender (to the extent modified through subsequent Corrigendum, if any) shall prevail.

7.0 Ethics

Tata Power is an ethical organization and as a policy Tata Power lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

Tata Power work practices are governed by the Tata Code of Conduct. Bidder is request to refer Tata Code of Conduct Clause in General Terms and Conditions.

8.0 General Condition of Contract and Special Condition of Contracts

Any condition not mentioned above shall be applicable as per General Terms and Conditions and Special Condition of Contracts attached along with this tender.

---XXX---

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Section A2 : Pre-Qualification Requirement

Parameter	Tata Power Requirement	Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement
Bidder's Technical Capability to handle jobs detailed in the Tender	The Bidder shall have minimum 6 months of experience, in the last 3 years, of working with Distribution Companies in Tier I Metro Cities (Mumbai, Delhi*, Kolkatta*, Chennai*) for Electricity Meter Reading and Electricity Bill Delivery activity , door to door collection / meter reading cum spot billing with satisfactory performance	Bidder to submit list of jobs and major orders executed including Order Copies, Customer Reference Documents
	Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Power Distribution Utility, having consumer base of more than 1 lakh during last 3 years. OR In case the bidder has a previous association with any of Tata Power Groups for similar services, the performance feedback for that bidder by Tata Power User Group shall only be considered irrespective of performance certificates issued by any third organization.	Bidder shall submit performance certificate document.
Office Setup in Mumbai	Bidder should have ready Office setup in Mumbai Operational Area. Office setup includes sitting capacity for all the Supervisors, Backoffice Staff, RQC staff, workstations with PCs, Availability of printer, high speed LAN, space for storing bills received from Tata Power etc. Also, Office Setup to be made available in Allocated Zone within 15 days of order alloation (if setup is not available in that zone).	Office address details, Ownership proof/Rent/Lease aggrement to be provided.
Financial Capability	Average annual turnover of the bidder for last Three years shall not be less than Rs. 2 Crores	Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceding financial years duly audited and approved by Authorized Audit Firm / CA

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Capability to Handle Job financially if awarded	Bidder shall have successfully completed above listed work worth; (1) single purchase order of Rs 100 lakhs OR (2) two purchase order of Rs 50 Lakhs each OR (3) three purchase order of Rs 35 Lakh	Order copy with details of Customer for whom work is done

Note : Apart from above PQR bidder has to also qualify in Safety evalaution. Details will be shared along with tender documents.

CONFIDENTIAL

Section A3: Price Bid Format (Pls refer Excel sheet enclosed with tender document Ariba)

Meter Reading

Material / Service Short Text (as per SAP)	Estimated Quantity 1 Year					Unit	Unit Price	Total Value of All Zones	Total Value West Suburb	Total Value East Suburb	Total Value North Suburb	Total Value Metro Suburb	Total Value Urban + City South Suburb
	West Suburb	East Suburb	North Suburb	Metro	Urban + City South								
Meter Reading of Cyclic 1Part Consumers with SMRD/AMR	2021496	2050668	2850504	1275696	957612	EA	0.00	0	0	0	0	0	0
Meter Reading of 2 Part Consumers with CMRI	23424	33804	11616	33804	29352	EA	0.00	0	0	0	0	0	0
Reading quality check for cases stuck with implausible status in SAP (approx. 2.2% of reading quantity)	69600	51000	69600	38400	40200	EA	0.00	0	0	0	0	0	0
Visits for Special Drive (Cost same as Recheck Cost)	3000	2400	2400	2400	1800	EA	0.00	0	0	0	0	0	0
Spot Billing with Mobile & Printer Provided by Vendor (5000 Customers)	0	60000	0	0	0	EA	0.00	0	0	0	0	0	0
Spot Collection at the time of Spot Billing (30% Customers)	0	18000	0	0	0	EA	0.00	0	0	0	0	0	0
Spot Collection from next day of bill delivery up to bill due date. (70% Customers)	0	42000	0	0	0	EA	0.00	0	0	0	0	0	0
	Total Basic Value for Meter Reading							-	-	-	-	-	-
	GST @18%							-	-	-	-	-	-
	Total Cost with GST for for Meter Reading							-	-	-	-	-	-

Bill/Document Dispatch

Material / Service Short Text (as per SAP)	Estimated Quantity					Unit	Unit Price	Total Value of All Zones	Total Value West	Total Value East	Total Value North	Total Value Metro	Total Value Urban +
	West Suburb	East Suburb	North Suburb	Metro	Urban+ City South								
Bill Dispatch to consumers	1002984	1128732	1293132	597696	465444	EA	0.00	0	0	0	0	0	0
Leaflet/Pamphlet/Disconnection Notice/SD	448330	422587	577691	322008	367088	EA	0.00	0	0	0	0	0	0
Disconnection Notice Delivery to consumers	3708	21477	8283	6306	8200	EA	0.00	0	0	0	0	0	0
Delivery of Estimates/ rejection letter/ other communication letter to the consumers.	2300	2100	1750	1150	1450	EA	0.00	0	0	0	0	0	0
SD Reminder letter Delivery to consumers	67584	66961	89350	44690	30414	EA	0.00	0	0	0	0	0	0
	Total Basic Value for Bill/Document Dispatch							-	-	-	-	-	-
	GST @18%							-	-	-	-	-	-
	Total Cost with GST for Bill/Document Dispatch							-	-	-	-	-	-

Meter Data Download and Seal Verification

Material / Service Short Text (as per SAP)	Estimated Quantity					Unit	Unit Price	Total Value of All Zones	Total Value West Suburb	Total Value East Suburb	Total Value North Suburb	Total Value Metro Suburb	Total Value Urban + City South
	West Suburb	East Suburb	North Suburb	Metro	Urban+ City South								
Meter Data Downloading	2660	2325	2845	1812	2358	EA	0.00	-	0	0	0	0	0
Seal Verification	1200	1200	1200	1200	1200	EA	0.00	-	0	0	0	0	0
	Total Basic Value for Meter Data Download and Seal Verification							-	-	-	-	-	-
	GST @18%							-	-	-	-	-	-
	Total Cost with GST for Meter Data Download and Seal Verification							-	-	-	-	-	-
	1st Year Total per Zone activity(for Meter Reading, Bill Dispatch, Meter Data Download) Basic Cost							-	-	-	-	-	-
	1st Year Per Zone GST @18%							-	-	-	-	-	-
	1st Year Total per Zone activity(for Meter Reading, Bill Dispatch, Meter Data Download) cost with GST							-	-	-	-	-	-
	Year 2 Package Value with GST - % rise over Year 1				0%			-	-	-	-	-	-
	Year 3 Package Value with GST - % rise over Year 2				0%			-	-	-	-	-	-
	Total Package Value with GST for 3 Years (for Meter Reading, Bill Dispatch, Meter Data Download)							-	-	-	-	-	-

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Section A4 : Query / Clarification / Deviation Format – Please refer Excel Sheet

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Section A5: SPECIAL CONDITIONS OF CONTRACT

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
1	GENERAL	The following **Special Conditions of Contract (SCC)** shall supplement the General Conditions of Contract. Wherever there is a conflict, the provisions herein shall prevail over those in the "General Conditions of Contract" (GCC).
2	CONTRACT PRICE AND CONTRACT STRUCTURE	The Price Bid shall remain valid for **180 days** from the due date of submission of the bid. Price submitted as part of E-auction / Negotiation shall remain valid for **90 days** from date of E-auction / Negotiation. Notwithstanding clause above, Tata Power may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing Bidders to quote for the package on Firm Price basis. The prices shall remain firm during the entire contract period and no price variation is applicable.
3	COMMENCEMENT / EFFECTIVE DATE (Note: It is to be noted that commencement date, effective date and notice to proceed are one and the same.)	The bidder will commence work / manufacturing of equipment on issue of Letter of Award (LOA) / Firm Purchase Order by TATA POWER and notice to proceed by the Order Manager. No equipment shall be delivered without specific dispatch clearance from project Manager TATA POWER.
4	CONTRACT PERFORMANCE BANK GUARANTEE	This is as per General Conditions of Contract clause 13.2. One-time CPBG cum PBG for 10% of expected annual PO / WO value within 15 days of award of contract valid till the contract period and claim period as per BG T&Cs in GTC within 15 days after placement of confirmed Purchase Order.

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

5	TERMS OF PAYMENT	100% payment will be released in 45 Days (MSME/ 60 days (Non- MSME) from submission of invoice against successful completion of services duly verified by order manager.
6	INSURANCE	This is further to General Conditions of Contract clause 6.0, Complete insurance will be in bidder's scope.
7	PENALTY/ LIQUIDATED DAMAGES FOR DELAYS, NON – PERFORMANCE & OVERALL CAP	This is further to General Conditions of Contract clause
8	DELIVERY PERIOD	Monthly Activity and OLA validity 3 Years.
9	WARRANTY PERIOD	As per the Specification guarantee period Clause No 9
10	Total Compliance to TCOC, SHE and International Safety standards	Tata Power Contractor Safety Management (CSM) checklist is enclosed as Annex CSM format. Bidder shall have to abide fully without any deviation.
11	Special note for Statutory requirements related to contract workmen	In addition to all prevailing admin / statutory approvals bidder to take special note of following All employees should submit medical fitness on Form No 6. ESIC / PF is mandatory for all employees deputed for the project. Police Verification / Indemnity Bond to be produced for all employees working at site.

---XXX---

CONFIDENTIAL

CONFIDENTIAL

Section A6 : Earnest Money Deposit Bank Guarantee Format

Note: a) Format shall be followed in toto

b) Claim period of six months must be kept up

c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.

The Tata Power Co Ltd

34,Sant Tukaram Road

Carnac Bunder,

Mumbai 400 009

Whereas (Name of the Contractor), a Company incorporated under the Indian Companies Act 1956, having its Registered office at _____, (hereinafter

called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. _____dated _____, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated _____.

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs._____/-(Rupees ____ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at _____and Branch office at _____, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs._____/-(Rupees ____ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

(a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.

(b) That this guarantee shall not be revoked during its currency without your written express consent.

(c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

CONFIDENTIAL

(d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

(e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.

(g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

(h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs._____/-(Rupees _____only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.

(i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained herein above:

a) Our liability under this Bank Guarantee shall not exceed Rs._____/-(Rupees _____ only).

b) This Bank Guarantee shall be valid upto ---------- 200.

c) Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ---------- 200.

CONFIDENTIAL

For any correspondence in relation to extension / invocation / discharge of bank guarantee

contact us at Tel No._____ and Bank branch email id_____

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

Section A7 : SAMPLE FORMAT OF CONTRACT PERFORMANCE BANK GUARANTEE (CPBG) / PERFORMANCE BANK GUARANTEE

CPBG cum PBG will have to be submitted in format of respective DIscoms.

Note: a) Format shall be followed in toto

b) Claim period of six months must be kept up

c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.

The Tata Power Co Ltd

34,Sant Tukaram Road

Carnac Bunder,

Mumbai 400 009

Our Letter of Guarantee No.....

Contract/Purchase Order No.....dated.....

1.0 You have entered into a Contract No..... with..... .....(hereinafter referred to as " the Vendor") for the supply and delivery of ..... (hereinafter referred to as "the said equipment") for the price and on the terms and conditions contained in the said contract.

2.0 In accordance with the terms of the said contract, " the Vendor" has agreed to furnish you with an irrevocable and unconditional bank guarantee in a form and from a bank acceptable to you as security for the due performance

CONFIDENTIAL

by " the Vendor" of all his contractual obligations under the said contract in an amount equal to 10% (ten percent) of the total value of the contract to be valid from the date of contract and up to 12 months from the date of satisfactory commissioning of the said equipment into service or 18 months from the date of delivery whichever is earlier.

3.0 In consideration thereof, we, ... hereby irrevocably and unconditionally guarantee to pay to you on demand and without demur and without reference to " the Vendor" such amount or amounts not exceeding the sum of Rs.....(Rupees ..... only) being 10% (ten percent) of the total value of the contract on receipt of your intimating that " the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and " the Vendor" shall have no right to question such judgement.

4.0 You shall have the right to file/make your claim on us under the guarantee for a further period of six months from the said date of expiry.

5.0 This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to " the Vendor", which shall include but not be limited to, postponement from time to time of the exercise of any powers vested in you or any right which you may have against " the Vendor" and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any

CONFIDENTIAL

other matter or thing whatsoever which under the law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.

6.0 We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to " the Vendor" 's liabilities in respect of the premises.

7.0 This guarantee shall not be affected by any change in the constitution of our Bank or " the Vendor" or for any other reason whatsoever.

8.0 Any claim/extension under the guarantee can be lodged at issuing outstation branch or at Mumbai branch and also become payable at our issuing outstation bank or at the Mumbai branch as per confirmatory letter/letters of the concerned bank branches as attached. (This Confirmatory letter is to be obtained from Mumbai Branch by the vendor and submitted along with the Performance Bank Guarantee and is applicable for PBG submitted from Banks located outside Mumbai).

9.0 Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... (Rupees .... only) and the guarantee will remain in force up to and including .....(Date) and shall be extended from time to time for such period or periods as may be desired by " the Vendor" .

10.0 Unless a demand or claim under this guarantee is received by us in writing within six months from ..... (expiry date) i.e. on or before

CONFIDENTIAL

.....(claim period end date) we shall be discharged from all liabilities under this guarantee thereafter.

11.0 For any correspondence in relation to extension / invocation / discharge of bank guarantee contact us at Tel No._____and Bank branch email id_____

Dated at ..... , this ..... day of .....2020 .

CONFIDENTIAL

Property of Tata Power – Not to be reproduced without prior written permission of Tata Power

TENDER DOCUMENT FOR METER READING, BILL / DOCUMENT DISPATCH AND METER DATA DOWNLOAD ACTIVITIES.

Index

TECHNICAL JOB SCOPE	4
COMMON TERMS AND CONDITIONS	4
PERIOD OF CONTRACT AND RATE VALIDITY	6
TERMS OF PAYMENT	6
GENERAL & STATUTORY CONDITIONS	6
VENDOR SAFETY MANAGEMENT AND SITE SAFETY PLAN	8
DUTIES & RESPONSIBILITIES OF VENDORS	8
SUPERVISION &DEPLOYMENT OF COMPETENT PERSONS	9
VENDOR SITE MANAGEMENT SUPERVISION	9
VENDOR SUPERVISOR & GENERAL STAFF	10
EMPLOYEES & WORKFORCE	10
PRE – EMPLOYMENT MEDICAL CHECK-UP	11
SAFETY TRAINING	11
SAFETY ORIENTATION PROGRAM	12
DISCLOSURE OF HAZARDS	12
PERSONAL PROTECTIVE EQUIPMENT (PPE)	12
JOB SPECIFIC TERMS AND CONDITIONS	13
ELECTRICAL SAFETY	13
MAN-EFFORT	13
TRAINING	13
SUB-CONTRACTING	13
CONFIDENTIALITY OF DATA AND DOCUMENTS	13
STORAGE	13
MANAGEMENT OF METER READING INSTRUMENTS	13
FRAUDULENT BEHAVIOUR	14
SECURITY	14
TERMINATION	14
PART A: METER READING	15
INTRODUCTION	15
SCOPE OF WORK	16
DETAILED SCOPE OF METER READING ACTIVITY	18
KEY SERVICE REQUIREMENTS OF CONTRACT	20
PROPOSED SLA AND PENALTY	21
SLA ANNEXURE 'A1'	22
SLA ANNEXURE 'A2'	24
SLA ANNEXURE 'A3'	25
PART B: BILL / DOCUMENT DISPATCH	27
INTRODUCTION	27
SCOPE OF WORK	28
BILL COLLECTION AND DELIVERY	28
BNR COMPLAINT RESOLUTION	29
SMART PHONES	30

SERVICE LEVEL AGREEMENT	30
SLA ANNEXURE 'B1'	31
SLA ANNEXURE 'B2'	34
Part C: METER DATA DOWNLOADING	36
STATEMENT OF WORK	36
JOB LOCATION	36
SCOPE OF WORK	36
CONTACT DETAILS	37
REQUIRED QUALIFICATIONS and REQUIRMENTS	38
GENERAL CONDITIONS OF CONTRACT	38
SPECIAL CONDITIONS OF CONTRACT	39
PERFORMANCE EVALUATION	41
CONTINGENCY PLAN	42
SAFETY	43
SAFETY MEASURE	43
BEHAVIOURAL REQUIREMENTS	43
SCOPE OF VENDOR'S LIABILITIES	43
PAYMENT	43
SERVICE LEVEL AGREEMENT (SLA)	44
Part D: Meter Seal Verification	46
STATEMENT OF WORK	46
JOB LOCATION	46
SCOPE OF WORK	46
CONTACT DETAILS	47
REQUIRED QUALIFICATIONS and REQUIRMENTS	47
GENERAL CONDITIONS OF CONTRACT	47
SPECIAL CONDITIONS OF CONTRACT	47
PERFORMANCE EVALUATION	47
CONTINGENCY PLAN	47
SAFETY	47
SAFETY MEASURE	48
BEHAVIOURAL REQUIREMENTS	48
SCOPE OF VENDOR'S LIABILITIES	48
PAYMENT	48
SERVICE LEVEL AGREEMENT (SLA)	48
SLA ANNEXURE 'C1'	
FORMAT FOR CV ANNEXURE 'C2'	49

Technical Job Scope

Tata Power Proposes to enter into Outline Agreement for Meter Reading, Bill / Document Dispatch, Meter Data Downloading Services for its Distribution Division.

Please refer Price Bid Format for list of various activities for which quotes are sought.

Vendors are requested to quote for all the activities mentioned in the Priced Bid Format. Vendor qualifying / submitting offer only for specific activity / specific zone shall not be considered for further process. **Tata Power reserves right to place an order on any suitable vendor for all activities/ zones or to place different orders for different activities / different zones depending upon rates and capability of vendor**

Order shall be place on same vendor for a particular zone for meter reading, Bill Dispatch & Data Downloading activities, so that vendors can optimize on their resources. Vendors shall quote the rate considering this fact.

COMMON TERMS & CONDITIONS

1. Bidder to submit all relevant documents to confirm they meet the Pre-Qualification Requirement (PQR). Only bidder who meets the PQR shall be considered for further evaluation.

2. The scope of contract shall include effective deployment of skilled personnel required to carry out the jobs detailed in this document. Vendor shall submit its organisation structure up-to supervisor level along with tender document (as part of PQR requirement). Detailed CV's of key positions in prescribed format shall be provided up to supervisor level. (Format attached as Annexure –'C2'). Specific CV for key roles like Meter Reading, RQC etc. to be submitted. The structure and manpower details submitted as part of this submission shall be binding on

the bidder if successful. In case of non-mobilization of the desired structure and manpower Tata Power can terminate the contract and if need be shall blacklist the vendor.

3. The Bidder shall have minimum 3 Years of working experience with Distribution Utility for Meter Reading and Bill Delivery activity. **Preference** to be given for bidder who worked in Tier I Metro Cities (Mumbai, Delhi*, Kolkata*, Chennai*) for Electricity Meter Reading and Electricity Bill Delivery activity with satisfactory performance.

4. Before submitting quotation, the Vendor shall make his own assessment of Scope of work by through study of this document, clarifying during Pre-Bid Meeting and Pre-Bid Queries.

5. Company reserves the right to terminate the order / orders fully or partly with one month's notice in case of non-adherence to Terms & Conditions of order. In case of statutory violation, order will be terminated without any notice. In case Tata power/ Vendor need to exit the contract, three months' notice shall be served.

6. Vendor shall provide all tools & tackles, instruments required during execution of scope of work including PC's, Printers, Android based mobile devices, sim card, data connection, portable charger, telephone lines etc. at no extra cost to Tata Power. (Unless specified as non-requirement in the job scope)

7. The Vendor will have to make his own arrangement for transport of his employees to consumer locations for carrying out the jobs.
Prices to be quoted in Priced Bid Format and will exclude taxes & duties applicable which shall be indicated separately. However, order will be placed on quarterly basis from OLA finalisation. Order for further period will be placed based on vendor performance in previous quarters subsequently.

8. Your all employees working with Tata Power must follow Tata Power Safety Policy Rules & Procedures and all safety instructions given by Job in-charge. Each and every employee must undergo TPSDI Training and only TPSDI certified employees must be appointed for work. **Bidder must get his manpower TPSDI certified/re-certified at his own expense.**

9. Tata Power Company will not be responsible for any loss/damage/accident to vendor's employee during the course of execution of the work.

10. Vendor will be solely responsible for the safety of their employees including the payment of compensation in case of any accident to their employee as well to the general public during the course of work.

11. Tata Power will not be responsible for compensation under workman compensation act for any accident (Fatal or Non-Fatal) and injuries arising out of during the course of contract to the personal of agency.

12. **Once a vendor is shortlisted and if he is a new vendor for any activity or new zone is allotted, he has to carry out parallel operation with the existing vendor for the period of 2 / 3 months to get acquainted with the locations. This will ensure smooth switchover. Tata Power will provide necessary information and support during changeover.**

13. Vendor efficiency during the 2-month parallel operation period will be monitored and it is expected that the efficiency will be optimum at the end of 3 months.
Expected efficiency at the end of each month:
    a) First Month: 85%
    b) Second Month: 95%
    c) Third Month: Around 100%

14. Vendor performance will be evaluated at the end of 2nd month. In case vendor fails to achieve 95% efficiency, order for further period will not be given. Also, no compensation will be provided for this period of parallel operation.

15. If vendor performs well in first two months, Tata Power will be ready to reimburse 50% cost of manpower deployed for the parallel operation. Vendor shall quote separately for trial period.

16. Price reduction/increase as per rise /fall in consumer base for the zone.

Change in Consumer Base	Change in Price
Rise in consumer base from 31-40%	-5.0%
Rise in consumer base from 21-30%	-2.5%
Rise in consumer base from 01-20%	No Change
Fall in consumer base from 01-20%	No Change
Fall in consumer base from 21-30%	2.5%
Fall in consumer base from 31-40%	5.0%

Consumer base at the time of placing PO will be considered for calculation of Rise /Fall in consumer bass.
Price reduction/increase will be considered only after ensuring rise or fall in consumer base is sustained for continuous 3 month. Reduction/ rise in price will be applicable from 4th month. This price rise will only be applicable for only 2 major line items:

1) Meter reading of cyclic consumers (1Part Reading).
2) Bill Dispatch to consumers.

Rate for no other line item will be changed in the event of rise/fall in consumer base. Decision about price reduction/increase will be solely at the discretion of Tata Power, subjected to management approval.

PERIOD OF CONTRACT AND RATE VALIDITY:

Prices quoted shall be firm up to **3 years from Date of OLA** and will exclude taxes & duties applicable which shall be indicated separately.

However, order will be placed on Quarterly basis also based on vendor performance for further period. Contract will be awarded for period of 3 years; Company reserves the right to terminate the contract before completion of contract period if the Vendor is not found suitable for the Job.

TERMS OF PAYMENT

1. The quantities indicated in Schedule of quantities are indicative. Payment will be made on the basis of actual work done.
2. Monthly billing Quantity of Meter Reading activity will be calculated by considering only the work done using SMRD application and CMRI.
3. Monthly billing Quantity of Bill Dispatch activity will be calculated by considering only the work done using SMRD application.
4. Any deviation to point 2 and 3 as per the written communication of Tata Power will be considered for calculating billing quantity.
5. Bills to be submitted monthly within **3** days (3rd of next month) in the name of above Company on the basis of actual Quantity executed monthly.
6. Payment will be made within 30 days of submission of correct bill and upon the Verification of the bills. In case of vendor is falling under SMES, a certificate to be submitted for the confirmation.
7. The quarterly bill will be subjected to the following deduction before payment
   a) TDS
   b) Any other taxes / duties as applicable

GENERAL & STATUTORY CONDITIONS

For compliance of local law, kindly refer general terms of conditions for services on page 2.

The Vendor shall also be responsible to observance / ensuring these terms & conditions by his sub-Vendors. If appointed post Tata Power approval.

1) The Vendor shall supervise his workforce on regular basis to achieve desired deliverable specified in the contract. He is solely responsible for delivery of the results.

2) Vendor shall provide two pairs of uniforms every year to his workforce visiting TATA Power Site at the beginning of each year.

3) Vendor shall provide Safety shoes confirming to BIS/DGM/DIN specification, in good condition and comfortable for persons while on duty.

4) The Vendor shall submit a declaration before 15th of each month giving details of the workmen planned to be employed by him in next month.

5) The Vendor shall ensure minimum wages as per circular are paid to workmen. Arrears & revised wages shall be paid with every revision during the tender rate validity period at no extra cost to us

6) The Vendor shall issue a Permanent (PVC/Laminated) Photo Identity card and an Employment cum attendance card to all his workmen.

7) Payment shall be made to workmen before 7th of each month by The Vendor.

8) An authorized person of Company shall witness The Vendor's payment to workmen every month. The Vendor shall inform date and time of payment one day in advance for the same.

9) The Vendor shall display his Circular / Notice of payment for his workmen every month on 'The Vendors Notice Board'

10) **The Vendor shall obtain labour license as per statutory requirements.**

11) Records shall be maintained and kept updated in Wages cum Muster roll and all other registers as required by statutory authorities. These registers shall be kept in Company's premises in designated area.

12) The Vendor shall submit PO Checklist with muster Xerox copy every month after payment of wages.

13) PF payment shall be made on or before 15th of every month and Xerox copy of PF Challan shall be submitted to Tata Power office before 20th of each month through a forwarding letter.

14) ESIC Challan shall be made on or before 21st of every month and Xerox copy of Challan shall be submitted to Tata Power office before 25th of each month through a forwarding letter.

15) The Vendor shall make Payment of Bonus, HRA, Bombay Labour Welfare Payment, Leave Wages, and Gratuity as specified by statutory authorities and applicable.

16) Xerox copy of Annual returns filed by The Vendor pertaining to the above shall be submitted to Office.

17) The Vendor shall make an entry in Office register before and after taking/bringing records after updating.

18) The Vendor shall make records available for inspections and audits, both internal and by Labour Commissioner's Office.

19) The Vendor shall keep records and comply with all new rules, acts, regulations or amendments to the existing ones whenever they come into effect.

20) You shall be fully responsible for the due compliance by you / your sub Vendors with all statutory requirements and with all applicable labour laws including contract labour Abolition & Regulation act, Workmen's Compensation act, PF / ESI act, payment of minimum wages as may be applicable to the Vendor, the sub-Vendors and their employees.

21) The Vendor need to have PF registration and ESIC number (wherever required) to obtain the contract

22) **ABNORMALLY LOW BID-An Abnormally Low Bid is one where the Bid price (during any stage of Tender Process), in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price. In the event of identification of a potentially Abnormally Low Bid, Tata Power shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. After evaluation of the price analyses, in the event that Tata Power determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, Tata Power shall summarily reject the Bid.**

23) TATA CODE OF CONDUCT-The Tata Power Company Limited abides by Tata Code of Conduct in all its dealing with their stake holders and if you have any concerns you are requested to bring the same to the notice of our Chief Ethics Counsellor. Email ID: counsellor@tatapower.com.

24) In case of consumer's complaint regarding behaviour of any of your meter reader /associate, concerned person will be terminated. Based on the severity of the incident termination of contract is also possible.

25) In case of Loss of any Tata Power CMRI, FIR to be lodged with Relevant Police station and information to be provided to Tata Power within 3 working days.

26) Vendor shall report such incidence to Tata Power immediately submit the DD/Pay order of Rs. 38000 for each CMRI unit lost.

27) In case of damage of any Tata Power CMRI due to improper handling/water ingress, vendor must repair/replace that faulty/damaged unit with new unit at his own expense before next billing cycle or pay the compensation as per point 26.

28) Vendor Need to carry out periodic maintenance of all the Instruments (CMRI / CMRI Chargers/ Communication cables, etc.) provided by Tata Power at its own expense.

29) Vendor must provide Mobile devices to all the field staff as per the specifications provided in the document along with 4G GSM Sim with adequate data package. All these mobiles should be used only for operating Tata Power Mobile application and no other applications (Games / Social networking application and untrustworthy mobile applications etc.) should not be installed in those mobiles. Vendor supervisor must ensure this by conducting periodic audits (Monthly Basis) of these mobile devices and report to be provided to Tata Power.

VENDOR SAFETY MANAGEMENT AND SITE SAFETY PLAN

DUTIES & RESPONSIBILITIES OF VENDORS

The Vendor shall take full responsibility for HEALTH and SAFETY of his employees during all site operations & in methods adopted on site in accordance with expected risks. He shall at his own expense arrange for the Accident Prevention Tools, first aid boxes, personal protective equipment, safety training, Material, Safety Data Sheets, pre-employment medical test, etc. in his operations & activities as & when required. In case the Vendor fail to provide/arrange the above, the Site in charge of Tata Power Co., shall be entitled to provide the same & recover the cost there off from the Vendor.

SUPERVISION & DEPLOYMENT OF COMPETENT PERSONS

The Vendor shall engage required competent site supervisors with each group of workers for safe and correct workmanship, proper coordination of material and site work as per schedule. The Vendor shall also deploy Safety Officer/ steward for taking care of Safety requirement.
The Vendor shall assign a competent supervisor satisfactory to the Purchaser who shall be in attendance at the site during the progress of all work under the Agreement, except at such times as agreed to by the Purchaser and shall be our authorized representative for all purposes under the Agreement. The Vendor shall promptly replace a supervisor unsatisfactory to the Purchaser but shall not otherwise replace the supervisor during the duration of the work without Purchaser's concurrence and approval.
Vendor should submit safety records for last 3 years as a part of Safety Bid.

Also, below certificates/Documents will required to submit as a part of Safety Bid:

- **Adequacy of JSA/HIRA & Job Safety Plan with respect to relevant job. More weight age will be given to vendor for using mechanized work & advanced tools & equipment.**
- **ISO-9001 – QMS Certificate**
- **ISO-14001 – EMS Certificate**
- **OHSAS-45001 – BS OHSAS Certificate**

The Vendor shall provide the Police verification certificate for the labour and supervisors employed at Tata Power.

VENDOR SITE MANAGEMENT SUPERVISION

Vendor management reports to and is accountable to the Tata Power Site supervisors. Each Vendor Management Team shall at all times comply with, and ensure that its employees, agents and sub Vendors comply with, all Site Safety Plan, rules, regulations and safe work practices. Specifically, Vendors / Sub Vendor shall comply with all applicable provisions of the following:

- Tata Power Safety Hand Book & Rules and Procedure.
- Indian Safety regulations & Procedures

VENDOR SUPERVISOR & GENERAL STAFF

Vendors' supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, cost and scheduling, etc. are responsible for the safe performance of the work of those they supervise. They must set an example for their fellow employees by being familiar with applicable sections of the Site. SHE Program and ensuring that all site activities are performed with SAFETY as the primary objective.
Each Supervisor is responsible and will be held accountable for identifying, analysing and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program from project inception through project completion. Each supervisor will proactively participate in the SHE programs by observing, correcting unsafe acts, and recording these observations.

EMPLOYEES & WORKFORCE

Every member of the workforce is expected to report for work Drug/Alcohol Free. Employees / Vendors must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment provided. They must take an active part in the Site SHE Program to ensure their own safety and injury free employment as well as being alert to unsafe practices of their fellow employees.

All employees are expected to report and correct, if possible - any hazardous conditions, practices, and behaviours in their work areas to their supervisor. All employees are invited to make suggestions for safety improvements on the job site. Each individual is expected to comply with these requirements.

Employees are responsible for active participation in job safety and health programs, suggestion systems, training activities and the immediate reporting all injuries, any unsafe practices or conditions, incidents observed to their supervisor.

Employment of Skilled Persons:

The Vendor shall maintain appropriate documentation for example, work at Height training and medical certification of workers in line with the requirements of the Purchaser
The Vendor shall maintain the following record of employment of all the above employees:
1. Name of employee
2. Age
3. Address of residence
4. Length of service with the said Vendor
5. Years of experience.
6. Photo ID pass

The Vendor shall at all times comply with safely working and ensure that their employees & agencies including sub-Vendors if any, working with them comply with all the site safety rules and regulations. Specifically, with applicable provisions of the site safety conditions.

Safety Officer	Qualification- Officer shall possess Advance Diploma In Safety by state technical board. Experience- Minimum 2-year experience in relevant field.	Bio-Data of safety officer along with supporting documents	To be submitted as part of Safety Bid
Supervisor/Engineer	Qualification- Supervisor shall possess Diploma in relevant field by state technical board. Experience- Minimum 2-	Bio-Data of Supervisor/Engineer along with supporting certificates & documents	To be submitted as part of Safety Bid

	year experience in relevant field of metering job – Trained and certified by TPSDI		
Meter Reader for LT Consumers	The meter reader engaged by the contractor for meter reading should have passed at least S.S.C and be able to read and write Experience in relevant field of meter reading job – Trained and certified by TPSDI	Bio-Data of Technician along with supporting certificates & documents	To be submitted as part of Safety Bid

PRE – EMPLOYMENT MEDICAL CHECK-UP

The Vendor shall arrange for medical check-up of all his employees being deployed to Tata Power work sites before employment and shall ensure that he employs no person at the site suffering with any of the following diseases.
- Epilepsy
- Colour blindness
- Noise induced hearing loss
- Deafness

Test for checking above illness, audiometric test, Chest X-ray and Spirometry test shall be conducted for all employees.

Record of such medical check-up shall be maintained and made available by The Vendor for inspection at site.

Such medical check-up shall be done once in a year for all the employees by the Vendor and records submitted to office.

SAFETY TRAINING

The Vendor shall not deploy any person at workplace/site without Safety Induction Training. The safety card issued by the Purchaser shall be with the workmen at all the time and same shall be produced on demand at any time.
This Safety Induction Course will require approximately four hours administering. The information provided during the orientation will include, but is not limited to such topics as:

A. Job rules, personal safety, and conduct
B. Hazards reporting
C. Reporting of injuries/pre-existing conditions
D. Emergency procedures
E. Safety Activities and Program including disciplinary measure and incentives.

Objectives
The goal of the standardized Safety Induction for project employees is:

1 To set minimum awareness of standards and requirements for completing work safely.
2 To ensure a consistent approach across the entire site.
3 To help ensure conformance to project safety policies and procedures.

At the end of each module of training, a brief review of the major topics will be conducted.

SAFETY ORIENTATION PROGRAM

The safety Induction Program is a Tata Power training course and will be given to the Tata Power and Vendor Employees. The course contains all the government and Tata Power Safety requirements to work safely on the Tata Power Project.

Vendors will submit the names of new employees to receive the training; Tata Power will then schedule the training and advise the Vendor of the training time and venue. **Expense for certification/re-certification to be borne by the Vendor himself.**

The Vendor shall nominate a competent and authorized person, in writing to the Purchaser, who shall (a) be fully responsible for safety of the employees (b) ensure safety practices during the execution of the Contract. This person shall be the designated person coordinating, administering and managing the safety effort on behalf of the Vendor. He shall be the focal point of liaison between the Purchaser and the Vendor for all matters related to Safety at the work sites. The Vendor shall also engage required number of supervisors and workers adequately trained to execute the work safely.

The Vendor shall ensure that his concerned supervisor, staff and employees attend the safety meetings conducted at site. He will have to keep himself as well as his workmen informed about the points discussed in the meetings and implement the same at work place/site to ensure the safe execution of the job. The Vendor shall maintain records of the attendance of personnel at such meetings, records of the agenda of the safety meetings.

The Vendor shall understand the work, analyse the job safety requirement and accordingly shall prepare the job safety plan/procedure on the daily basis. The Vendor shall monitor the plan/procedure on daily basis and adhere /improve the plan/procedure, if required, for safe execution of the work.

A proper register/document containing names and designation of workers shall be maintained by The Vendor for safety trained workmen.

DISCLOSURE OF HAZARDS

The Vendor shall thoroughly assess the work scope, properly understand the hazards and risks associated with the job and carry out risk mitigation measures. The Vendor shall inform his employees about the hidden and visible hazards associated with their jobs. Such information shall be passed in toolbox meetings, class room training, and notice board display or through writing on Work permit system etc., in a language understood by his employees. The Vendor shall also provide regular training to his employees regarding safe working procedures to be followed at site.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Vendor shall ensure that the following PPE of Approved standards shall be available at all time and shall be used by his employees with no exception whatsoever.

1	All Field Staff	Electrical resistant shoes.

• **PPE shall be conforming to BIS/DGMS/DIN specifications**, **in good condition and shall be comfortable to his employees, while on duty.**

• **The Vendor shall arrange all above PPE well in advance with test certificate and maintain a record of distribution with signature of receivers.**

The Vendor shall also arrange for audit of PPE supplied once in three months or as and when required for their worthiness.

JOB SPECIFIC TERMS AND CONDITIONS

ELECTRICAL SAFETY

The Vendor shall ensure that only trained and experienced person with valid license (Wire man / Electrical supervisor) issued by the statutory agencies shall be employed to work on any electrical installation, high or low-tension electrical lines.

• Before commencing any work at site The Vendor should produce the original Electrical Wireman license and Electrical Supervisor's license issued by the office of Chief Electrical Inspector to his employees. A copy of the same should be submitted to Project in-charge / Electrical-in-charge / HSE in-charge at site.

MAN-EFFORT

You shall deploy adequate manpower, in terms of numbers and skills, considered necessary by Tata Power representative for carrying out the work under this Order, as per schedule.

TRAINING

You shall provide proper training to all personals employed on the job and report details of the same on the interval specified below;

Sr. No.	Details of Training	Frequency	Report Submission
1	Meter Reading Induction Training to newly joined personals	Before deploying for Meter Reading activity	Within 15 days from date of training
2	Meter Reading and site safety refresher Training to all meter readers	Monthly	Within 15 days from date of training
3	Customer Orientation training	Bi-monthly	Within 15 days from date of training

SUB-CONTRACTING

No work shall be sub-contracted without Tata Power's prior written approval. Tata Power has the right to instruct you to change the sub-Vendor or skilled/unskilled workers in case workmanship or speed of work is not satisfactory. A Non-Disclosure Agreement (NDA) must be signed in case of subcontracting between the Vendor and Sub-Vendor and the copy of the same must be submitted to Tata Power before actual deployment of sub-Vendor on field.

Monthly work report, as applicable, shall also be submitted.

CONFIDENTIALITY OF DATA AND DOCUMENTS

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Tata Power shall belong to and remain with the Tata Power. The Agency appointed for meter Reading activity shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Tata power. The Vendor shall be bound to hand-over the entire set of records of assignment to the Tata Power within a period specified in the contract and before the final payment is released by the Tata Power.

Existing vendor must provide all the site related date to newly appointed vendors so as to ensure smooth changeover.

STORAGE

All heavy materials are to be handled with care to avoid damage during loading / unloading. Any items requiring special storage shall be done entirely at your cost and responsibility. All records of meter reading and billing should be stored in a systematic manner at least for two years.

MANAGEMENT OF METER READING INSTRUMENTS

All the Meter Reading Instruments along with any other supporting equipment provided by Tata Power need to be maintained properly and an inventory report needs to be submitted on quarterly basis to Tata Power process managers.

All the activities related to handing over, Maintenance, Repairs & Returning of Instruments shall be carried out in a format prescribed by Tata Power.

Cost incurred against any damage or repair to instrument due to mishandling by vendor's employee shall be charged to vendor at actual.

FRAUDULENT BEHAVIOUR

Vendor shall ensure that all the employees deployed for meter reading activity shall adhere to the Tata code of conduct and in cases of any fraudulent activity proven against those employees, a person responsible for that fraud shall be terminated from services and same shall be informed to the Tata Power Process manager.

SECURITY

You shall strictly follow security instruction at premises/site and proper control on movement of your men/ materials, entry of your personnel in company premises shall be with valid entry passes only, issued & approved by Company's security. You shall implement, at your cost, the procedures for entry passes, which must be revalidated at the beginning of every month. At the end of the contract period, all the entry passes shall be deposited by you with Company's Administration Dept.

You shall record entry of all incoming materials, at Company's Security Gate, as no materials including those which are returnable, will be permitted to be removed, if not recorded at the time of entry. All materials shall be taken out of Company premises, against valid Gate passes only.

TERMINATION

Tata Power reserves the right to terminate the Order with a month prior notice. Tata Power also reserves the right to terminate the Order at any time during the course of the job, in case the work is found unsatisfactory on any account. No claim, whatsoever, will be entertained by Tata Power in this respect. However, such termination shall not relieve you of your liabilities under this Order.

Further, in case of default on your part, Tata Power reserves the right to complete the job by other means and costs incurred for such completion along with overheads, as applicable, shall be back-charged to you. Tata Power also reserves the right to recover such back-charged amount from amounts payable /to be payable under this Order.

Arbitration: Dispute or differences arising out or relating to this Contract shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed jointly by both the parties. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be Mumbai. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.
Governing Law: This Agreement is construed and shall be governed in accordance with the Laws of India without giving effect to any principle of conflict of law.
Jurisdiction: The Court at Mumbai shall have exclusive jurisdiction.

Part A: Meter Reading

INTRODUCTION

Meter Reading Group (MRG) is one of the important and critical part of the Commercial Department in Distribution Support Management Group of Tata Power.

Major activities associated in MRG are Periodic Meter Reading of all LT and HT consumers, their reading quality check and associated activities for accuracy of meter reading and complaint associated with error in meter reading. We are also doing the Meter reading for energy audit for Direct consumers, which is also one of the important tools for analyses of Commercial and technical losses for the Distribution Company. We have implemented Spot Billing Spot Collection Activity in PMGP Colony Mankhurd Area for existing direct consumers.

Currently we are taking the reading for 7.15 lakhs consumers which includes 5.67 Lakhs Welcome and 1.48 Lakhs Direct consumers, almost 99 % consumers are cyclic consumers and reads are taken through SMRD/ AMR (Android based Application) with direct online connectivity with SAP system and remaining 2 Part consumers are read through CMRI / AMR. (2part include LT/HT/DSS where 10/11/12/13/16/19/26/38 slot reading is collected)

We propose to carry out RQC (Reading Quality Check) activity centrally for all zones with either one vendor or with different vendors.

Tata Power reserves the rights to place an order or carryout the RQC activity in-house based on final evaluation process.

Following table may be referred to understand the density of consumer and quantity.

Sr. No.	Activity	Total Consumer Base- As of Dec 2022	Consumer Base- As of Dec-2022 (Monthly Quantity)				
			West Suburb	East Suburb	North Suburb	Metro	Urban+ City South
1	Meter Reading of Cyclic 1Part Consumers with SMRD/AMR	9155976	2021496	2050668	2850504	1275696	957612
2	Meter Reading of 2 Part Consumers with CMRI/AMR	132000	23424	33804	11616	33804	29352
3	Meter Reading of DT Meters with CMRI/AMR	12000	2660	2325	2845	1812	2358
4	RQC	268800	69600	51000	69600	38400	40200

As a part of New Technology implementation, Tata Power will be covering some meters under Smart Meter Bucket apart from existing 21000 AMR & 65000 Smart installed Meters.

Contact Details:

Contact Person : Mr. Amberish Gaekwad
Contact No. : 022-67172733
Mobile No. : 08097007999
E-mail ID : amberishgaekwad@tatapower.com

SCOPE OF WORK

The Tata Power Company Limited is seeking proposals from Vendors who are interested in taking up zone wise meter reading activities for three years for existing and prospective welcome and direct consumers.

a) Capturing scheduled meter Reading in SMRD Application (Android based mobile application) installed in Android mobiles provided by vendor and uploading same into the SAP for cyclic consumers.
b) Tata Power is Providing SMRD application to increase efficiency and have field force tracking and same should be extensively used by Vendors for improvement of performance.
c) Performing revisits for complaint cases as well as cases with Reading discrepancies cases - manual Read/read using Android based mobile application.
d) Providing meter data with help of CMRI, in complaint cases as well as cases with Reading discrepancies for cycle as well as 2 Part Consumers including Solar Net meter and Check meter cases.
e) Providing Meter Readings with help of CMRI for all 2 Part Customers scheduled between 1st & 3rd day, on16th of every month as well as any other schedule date in a month.
f) Reading Quality Check (RQC) for all the cases stuck into the SAP logic for releasing the same for further billing purpose on same date of scheduled readings.
g) Entering Read received /uploaded through BDC from Tata Power for CSS, DSS, Feeder Energy audits and Read received through AMI MDM servers etc. (no separate cost will be paid)
h) While capturing the reading, ensuring the date and time of meter is matching with the date and time of meter reading and communicating the discrepancies to concerned Tata Power Officer.
i) In case of 3phase meters, ensuring the voltage indication of all the 3 phases is available on meter and the voltages of all 3 phases are within the specified range and communicating the discrepancies.
j) Recheck reading along with site survey for abnormal case to be done by different zonal reading supervisor/Vendor, as and when requested by TPC officer (Shadow reading).
k) No occupancy cases assigned by TPC needs to be thoroughly check with evidence like photo of Meter/premise.
l) Recheck reading to be make available within 2 days, deviation if any liable for Penalty as per SLA.
m) Ensuring the earth leakage lamp of the meter is not glowing and communicating the discrepancies.
n) Issuing the unsafe intimation letters to the consumers where the reading could not be collected due to the unsafe condition at site.
o) Carry out special visits to the consumer premises for some specific activities like occupancy check, activity check, load check, data download etc.
p) Assigning MRU to new consumers (moved into SAP into DUMMY MRU) in case MRU already exists for that area.
q) Creation of MRU and assigning that MRU to new consumer if MRU was not available in that area.
r) Allocation of consumers to Zone.
s) All the activities related to meter reading which will assist in improving the efficiency and performance.
t) Rotation of Meter reading allocation to be done every after 2 months for all meter readers.
u) Spot Billing: Capturing scheduled meter Reading manually and with help of Spot Billing Device (Smart Phones) and Printing the bills on the spot with Bluetooth Thermal Printers.
v) Spot Collection: Collecting payment based on consumer's choice (CASH /CHEQUE /DEBIT / CREDIT CARD) and issuing system-based Receipt on the spot.
w) Reporting of theft, misuse by consumer to Vigilance Department.
x) Reporting Seal damage/broken/no seal and Terminal cover open cases to Tata Power.
y) Any new technology/process changes introduce by TPC must be adopted by vendor.

Our goal is to provide meter readings to various departments for billing, invoicing, Complaint's resolution and energy audit purpose.

Above activities are distributed in the six zones namely West Suburb, East Suburb, North Suburb, Metro and Urban + Mumbai City. (All reporting for Urban + Mumbai City to be submitted separately)

DETAILED SCOPE OF METER READING ACTIVITY

a) Capturing Scheduled Cyclic meter Reading of Consumer meter (non-TOD) /Energy meters with using schedule provided in SMRD mobile application (in case of Failure of Mobile application, readings to be brought manually) and providing plausible reading into the SAP.

Vendor must use the web application for meter reading operation- An interface between mobile device and SAP System. Vendor must provide Android Phones with Display size of 5" and above with Minimum 4 GB of RAM (Higher RAM will be preferred) and Processor speed more than 1.2 GHz with battery capacity more than 3200 mAh along with GSM SIM's with 4G/5G Internet connectivity with adequate data required for proper functioning of applications on daily basis. Vendor must pay the monthly bills of these connections.

- Providing Tool Box talk and allocation details in the evening prior to schedule date.
- Readers need to ensure all the mobile device are in charged condition before initiation of reading.
- Taking printout of manual reading sheets (in case non availability of Android based mobile application).
- Visiting all meter locations included in the schedule and capture Meter reading of same in Android based mobile application / Reading sheet.
- Capturing site remarks for discrepancy cases in SMRD along with meter/site photograph and uploading those remarks from SMRD to SAP.
- **Offline -reads received from mobile application to be uploaded by 17:00 Hrs. on same day.**
- In case of manual reads make them available in SAP with proper accuracy.
- Providing Daily MIS of Read Uploaded in system by end of the day and detail MIS on Efficiency and reason for non-availability of meter reading by next day 12 noon for all consumers in the prescribed formats.
- Keep record of manual Read data and provide scanned copies of the same as and when required by Meter Reading/ TATA POWER departments.
- Take printout of manual reading sheets for revisit purpose. Capture photo of meter revisited.
- Uploading manual revisit reads in SAP with proper accuracy.
- Conducting revisit for RQC stuck cases.
- Conducting revisit for complaint cases and cases with meter discrepancies for capturing meter photographs.

b) Providing readings on scheduled date for 2 Part meters/ Solar Net meters/Check meters and DT Meters.

- Visit all meter locations included in the schedule and capture Meter reading of same in CMRI Units provided by TATA POWER/ on manual Meter reading sheet.
- Download the CMRI Data in the Local PC and convert the same into single ASCII file with the tool provided by TATA POWER and Uploading the Reads in the SAP.
- In case of manual reads, same must be entered into the SAP with proper accuracy.
- Provide Daily MIS of Read Uploaded in system by end of the day and detail MIS on Efficiency and reason for non-availability of read by next day 12 noon for all consumers in the prescribed formats.
- Keep record of manual Read data and provide scanned copies of the same as and when required by Meter Reading/ TATA POWER departments.
- Conducting revisit for complaint cases and collecting CMRI data for the same.

c) Reading Quality Check (RQC) for all the readings entered in the SAP.

- RQC shall be done for all the reading entered in the SAP. This include analysing & confirming the reads using meter photographs available in SMRD and making the meter Reading status as billable/Plausible for all the cases stuck as implausible in SAP.
- Provide daily report for cases released for billing through RQC process and creating meter reading orders in cases wherever recheck reads has been called.
- Provide system generated RQC reports.
- Tracking of revisit cases of RQC and communication as well as follow up of same with Vendor's Meter Reading group for timely resolutions.

- Estimating reading of Meter discrepancy cases, Abnormal reading cases and generating notification of those discrepancies.
- Sharing details to Tata Power back office team for creating notification of reading error cases (Bill Reversal).
- Tracking of all the notifications raised and ensuring meter discrepancies/meter data analysis calls are resolved.

d) Activity Report:
- A monthly activity Report along with issues and highlight to be separately submitted to the Meter Reading Group, Tata Power.

e) Date and Time Mismatch:
- All the date and time mismatch cases need to be submitted to concern Tata Power officers.

f) Voltage missing cases:
- Any voltage missing or under recording of voltage results in improper meter recording and impacts the revenue of the company. All such cases must be submitted to concern Tata Power officers.

g) Earth leakage:
- All earth leakage cases must be submitted to concern Tata Power officers.

h) Unsafe intimation letters:
- Unsafe intimation letter must be issued to the consumer where the reading could not be collected due to the unsafe condition at site. All such cases must be submitted to concern Tata Power officers.

i) Special Visits:
- Readers have to carry out visits to consumer premises for some special drives of Company.

j) MRU Allocation:
- Conducting Site Visit and allocating the MRU to New moved in Consumer. Creation of MRU in case MRU didn't exist for that area.

k) Allocation of consumers to Zone:
- Allocation of consumers to new zone as per the change in the Zonal structure made by Tata Power in the Mumbai operational area.

l) Spot Billing: The Tata Power Company Limited is seeking proposals from Vendors who are interested in Taking up Spot Billing and Spot Collection Activity currently in PMGP Colony Mankhurd Area for existing and prospective welcome and direct consumers. Also in future more areas would be added for Spot Billing and Spot Collection in Mumbai License Area.

a) Allocation of Input Files to Meter Reading Devices (Android Smart Phones) through web-based service one day prior to schedule date shall be done and communicated to Tata Power on allocation day.

b) Capturing scheduled meter Reading manually and with help of Spot Billing Device (Smart phones) and Printing the bills on the spot with Bluetooth Thermal Printers.

m) Spot Collection:
- Once spot bill is delivered to the consumer if consumer wants to make the spot payment, meter reader shall collect payment based on consumer's choice (CASH /CHEQUE /DEBIT / CREDIT CARD).
- Receipt (system based) to be issued on the spot.
- All the cash/chq collection with Tata Power prescribed format to be submitted to nearest CRC latest by 5:00 PM or funds to be transferred through RTGS latest by next working day at 10.00 AM.

- Vendor shall submit reconciliation statement for payment collected on the same day to Tata Power.
- Once consumer makes the payment, it is vendor's responsibility to deposit the same with Tata Power.
- Any loss of payment in transit shall be made good by vendor.
- In case of Loss of Meter Reading Smartphone device, same shall be informed to Tata power for releasing new license for new device
- No other mobile applications (bloat ware/ social networking apps) shall be installed on the Meter Reading instruments.
- Vendor shall submit the copy of cash in transit & fidelity insurance to Tata Power.

Agency must arrange their own Android Smart Phone devices and Bluetooth Printer with following Specifications given below.

Smart Phones:

Android Phones with Display size of 5" and above with Minimum 4 GB of RAM (Higher RAM will be preferred) and Processor speed more than 1.2 GHz with battery capacity more than 3200 mAh.

Bluetooth thermal Printers:

Vendor need to procure Bluetooth thermal printer compatible with Spot Billing Application, with 3" paper size and battery standby of printing 75 Running Meter of paper

Vendor must arrange Power bank to ensure that Android Smart Phones performance whole day duty.

In both the cases vendor must arrange GSM SIM's with 4G/5G Internet connectivity with adequate data required for proper functioning of applications on daily basis. Vendor must pay the monthly bills of these connections.

KEY SERVICE REQUIREMENTS OF CONTRACT

- The Vendor will take utmost care and properly check all meter reading/Data with utmost care to avoid customer complaints / dissatisfaction.
- Vendor shall indicate their plan for setting up their operational offices in various zones to tackle large number of consumers with ease of operations. Office space must be minimum 700 Sq. feet and should have arrangement of clean drinking water, sitting arrangement for all the staff and arrangement of sanitation.
- Proper infrastructure of the agency with at least 2 Telephone lines, printer, Scanner & at least 4 computers which has DB9 com port for CMRI communication and licensed Operating System/ 1 lakh consumer base, licensed Antivirus software installed in it and basic stationary items such as papers, files etc.
- Vendor shall ensure High Speed internet connection is available in office premises in order seamless connection between Tata Power SAP, SMRD etc.
- Required trained and skilled supervisor (Graduates) and dedicated skilled workforce to carry out the Meter Reading and reporting activities.
- No Meter Reader must be involved in any other activity apart from meter reading. In case of Meter Reader found indulge with other activity, then TATA Power has a right to remove the Vendor and impose heavy penalty. At the same time Work to be allotted to other Vendor.
- All meter readings shall be carried out in a day time and updated in SAP prior to 18:00 Hrs. every day.
- Vendor shall identify and submit the zone wise manpower details. Any deviation to the above shall be done with prior approval of Tata Power order Manager.
- Manpower with Technical background shall be used for meter reading of Energy audit meters /HT meters and DSS meters (ITI / Diploma holder).
- Required manpower to be provided on daily basis by vendor to maintain productive work.
- Every individual supervisor/Meter Reader of agency should have a valid ID card and have to wear uniform whenever visiting to customer premises.
- Safety measures to be followed by each person while carrying out site inspection.

- MRU/Meter reader wise case allocation details & Tool Box Talk sheet need to be submitted 1 day prior to meter reading activity.
- Daily report of field visit to be submitted to the Tata Power Officer
- All Discrepancy cases shall be checked and certified by vendor supervisors before reporting to Tata power.
- Meter Reading activity to be done in a manner strictly decided by Tata Power.
- **Before inducting a new employee for the above jobs, employee will subjected to the functional training by vendor & an assessment by Tata Power Officer. An employee will be put on job only after certification from Tata Power.**
- **Tata Power reserve right to check employee's soft skills, Communication skills, Functional skills periodically. In case of any adverse finding, vendor shall take appropriate action as directed by Tata Power.**
- **For RQC activity of all LT2P consumers shall be carried out under supervision of person with Diploma / Degree in Electrical Engineering and having adequate knowledge of Tariff registers.**
- **RQC activity shall be carried out by skilled workforce (Graduates) on daily basis. An employee shall be put on job only after certification from Tata Power**
- Tata Power **reserves right to allot RQC activity to either one vendor or separate vendors who is/are not carrying out meter reading in that zone.**

Precautions

1. Utmost care shall be taken for maintaining High accuracy during Meter Reading.
2. All Physical records such as Recheck Sheets shall be filed and stored in good place for future references.

PROPOSED SLA AND PENALTY

Proposed SLA and Penalty to be levied against the same is attached as Annexure- 'A1, A2 and A3'.

SLA Annexure- 'A1'

SERVICE LEVEL AGREEMENT FOR VENDORS PROVIDING TEAMS FOR METERING ACTIVITIES

1.0	CUSTOMER:	The Tata Power Company Ltd
2.0	SERVICE PROVIDER:	
3.0	MAIN OBJECTIVES:	Meter Reading activities

1.0 SCOPE OF SERVICES:

SR.	KEY SERVICE REQUIREMENTS	SERVICE LEVEL PARAMETERS	COMMENTS	Penalty/Default
1	Meter Reading on Schedule Date	Maximum Daily Variation of 1% is allowed	All meters shall be read on schedule date. Schedule Reads Shall be made billable/plausible in 2 day including the schedule date	Penalty beyond 2 Day Rs. 50/- per case (for 1Part consumers/1P DT meters/ 1P solar check meters) Penalty beyond 5 Day Rs. 100/- per case (for 1Part consumers/1P DT meters/1P solar check meters) Penalty beyond 2 Day Rs. 100/- per case (for LT2P C&I consumers/2P Solar check meters) Penalty beyond 5 Day Rs. 200/- per case (for LT2P C&I consumers/2P Solar check meters)
2	Meter Reading of Portion HT01 and LT01 consumer within 1st to 3rd of month	100%	Readings to be captured between 1st to 3rd of every Month (3 Days) and shall be made billable/plausible till 3rd end of the day.	Penalty beyond 3rd Rs. 100/- per case (1Part consumers) Penalty beyond 3rd Rs. 300/- per case (for LT2P C&I consumers//DT meters/Solar check meters)
3	Penalty against fraudulent Activity/Negligence /Misbehavior from Vendor's employee	NIL fraudulent activities	Vendor to ensure no fraudulent activity / misbehavior by employee.	In cases of fraudulent activity found by Tata Power, the concerned meter reader/person will have to be terminated. Penalty for fraudulent activity= Rs. 5000/- per case/month and lead to termination of the contract based on severity of the incidents. Tata Power officer will be authorized to finalize the penalty.
4	Providing MIS on daily basis for:	Daily / Monthly as defined	All the MIS to be shared in pre-defined format.	Rs 50/ default MIS.

	1) Daily allocation through SMRD 2) Daily Tool Box Talk 3) Daily RQC report for cases released for billing through RQC. 4) Monthly Health Report of CMRI on 5th of every month		Allocation and Tool Box talk to be submitted in evening prior to schedule date after allocation is done through SMRD. MIS for Reading collected through RQC, Report to be shared in the evening after completion of reading activity.	
5	Availability of required Tools, PPE in good condition. No work will be carried without PPE. All Meters readers should be in uniform and wearing ID card during Site activity	Daily	All the readers /supervisors to wear Safety Shoes and carry Tester / Torch on daily basis	Rs. 1000 for each default observed by any Tata Power Employee at site Visit. On and above 5 default incident, vendor must be liable for Rs. 10,000/- penalty.
6	AMC for CMRI Issued by Tata Power	Quarterly	All the CMRI issued by Tata Power Company limited must be used carefully and their periodic maintenance must be carried out on quarterly basis. Maintenance cost to be borne by Vendor.	Penalty of Rs. 38000 + GST for each CMRI unit lost/damaged.
7	MRU Allocation to New moved-in Consumers within 3 working days from the date of moved-in to the system.	100%	Site Visit to be conducted before assigning MRU.	Penalty of Rs. 50 per case per day till allocation of MRU.
8	Creation of New MRU and assigning correct portion	100%	Site Visit to be conducted before creating the MRU.	Penalty of Rs. 500 per wrong allocation

5.0	VALIDITY:	3 Years from OLA Date

6.0 AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER
SIGNATURE:		
NAME:		
DESIGNATION:		

SLA Annexure- 'A2'

SERVICE LEVEL AGREEMENT FOR VENDORS PROVIDING TEAMS FOR READING QUALITY CHECK ACTIVITIES

1.0	CUSTOMER:	The Tata Power Company Ltd
2.0	SERVICE PROVIDER:	
3.0	MAIN OBJECTIVES:	Reading Quality Check

7.0 Scope of Work

SR.	KEY SERVICE REQUIREMENTS	SERVICE LEVEL PARAMETERS	COMMENTS	Penalty/Default
1	Reading Quality Check (RQC)	100%	1. RQC for all the cases shall be carried out on the same day of Receipt of Meter readings 2. Vendor Shall ensure that meter reading bought by reader is accurate	1. Penalty for delay beyond 2 days: Rs. 100/- per case. 2. Penalty of Rs. 100/- per case for wrong reading correction.

5.0	VALIDITY:	3 Years from OLA Date

6.0 AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER
SIGNATURE:		
NAME:		
DESIGNATION:		

SLA Annexure- 'A3'

SERVICE LEVEL AGREEMENT FOR VENDORS PROVIDING TEAMS FOR SPOT BILLING AND SPOT COLLECTION ACTIVITIES

1.0	CUSTOMER:	The Tata Power Company Ltd
2.0	SERVICE PROVIDER:	
3.0	MAIN OBJECTIVES:	Spot Billing and Spot collection

4.0 Scope of Work:

SR.	KEY SERVICE REQUIREMENTS	SERVICE LEVEL PARAMETERS	COMMENTS	Penalty/Default
1	Availability of required Tools, PPE in good condition. No work will be carried without PPE All Meters readers should be in uniform and wearing ID card during Site activity	100%	All the readers /supervisors to wear Safety Shoes and carry Tester on daily basis	Rs. 1000 for each default observed by any Tata Power Employee at site Visit.
2	Spot billing within 2 days including schedule date	100%	All meters shall be read, and bill are delivered on same day within 2 days including schedule date	Penalty beyond 2 Day Rs. 100/- per case Penalty beyond 5 Day Rs. 200/- per case
3	Accurate meter Reading	100%	Vendor shall ensure that Meter reading brought by Meter reader is accurate	Penalty of Rs 100/- per wrong Meter Reading
4	POD for Handed over Spot Bills & submission of same by Next day with MIS.	100%	Meter Readers must get name & signature of consumers during handing over of Spot Bill in Prescribed format	Rs. 50 per case for non-handing over of bill
5	Spot collection-collected amount should be deposited in nearest CRC by 5 pm on same day or funds to be transferred through RTGS latest by next working by 10 am.	100%	Vendor shall ensure that all the collected cash should be deposited to the nearest CRC by 5 pm of that same day or by 10 am next working day. Exceptional cases e.g. Accident /Natural calamity, etc. shall be validated by Tata Power Company Ltd. for decision.	2% penalty of the total cash/chq collected of that particular day.
6	Submission of Daily / Monthly MIS	100%	MIS in the Tata Power Prescribed format shall be submitted as per the schedule	Rs. 50 per incident of failure
7	Penalty against consumer's complaint regarding behavior of associate	NIL complaints	Vendor to ensure decent behavior of associate with Consumer.	In bad behavior incident the concerned person will have to be terminated from the job.

5.0	VALIDITY:	3 Years from OLA Date

6.0 AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER

SIGNATURE:		
NAME:		
DESIGNATION:		

Part B: Bill / Document Dispatch

INTRODUCTION

Bill dispatch is one of the important and critical part of the Commercial Department in Distribution Support Management Group of Tata Power.

Major scope under this activity is delivery of documents such as Power Supply Bills, Disconnection notices, Security deposit invoices & their reminder letters and other consumer related documents to our customers spread across six zones in Mumbai.

Urban Zone – Bandra (E/W), Khar (E/W), Vile Parle (E/W), Santacruz (E/W)

Metro Zone – Andheri (E/W) & Jogeshwari (E/W)

West Suburb – Goregaon (E/W), Malad (E/W), Kandivali (E/W)

North Suburb – Borivali (E/W), Dahisar (E/W), Mira Road, Mira Bhayendar

East Suburb – Dadar (E/W), Sion (E/W), Wadala, Chunabhatti (E/W), Chembur (E/W), Ghatkopar (E/W), Kurla (E/W), Vikhroli (E/W)

Mumbai City Zone – BEST's License area Mahim to Colaba including Wadala/Sewri

Following table may be referred to understand the density the density of consumer and quantity.

Sr. No.	Activity	Total Consumer Base	Consumer Base- As of Dec-2022 (Monthly Quantity)				
			East Suburb	Urban + Mumbai City	West Suburb	Metro	North Suburb
1	Bill Dispatch to consumers	4487988	1128732	465444	1002984	597696	1293132
2	Leaflet/Pamphlet/Disconnection Notices/ Security Deposit Letter/Other documents Delivery to consumers along with Bills.	2137704	422587	367088	448330	322008	577691
3	Disconnection Notice Delivery to consumers	47974	21477	8200	3708	6306	8283
4	Delivery of Estimates/ rejection letter/ other communication letter to the consumers.	8750	2100	1450	2300	1150	1750
5	SD Reminder letter Delivery to consumers	298999	66961	30414	67584	44690	89350

- **As per digitalisation initiative, E-Bill count will be affected as per Management directive.**

Contact Details:

Contact Person : Mr. Amberish Gaekwad
Contact No. : 022-67172733
Mobile No. : 08097007999
E-mail ID : amberishgaekwad@tatapower.com

SCOPE OF WORK

Scope of Work includes but is not limited to following:

Bill Collection & Delivery:

- Tata Power located at Dharavi Will be centralised for daily collection of Bills/Disconnection notices / Security deposit invoices and its reminders or other documents/ letters. The timings for collection of these documents shall be informed by the OLA Manager.
- On and whenever required please visit within a reasonable time for Escalation, Meeting etc.
- Deliver the documents to respective addresses as per the schedule. Priority delivery must be arranged for High Value consumers and POD need to be maintained for all LT/HT High value consumers.
- Rotation of Bill Dispatch executive to be done every after 2 months for bill delivery area.
- POD to be taken manually on prescribed format and/or in android based mobile app (SMRD/Field On App) which will be installed on bill delivery boy's mobile.
- Return the bills /documents that could not be delivered after attempts because of wrong, incomplete address, etc. within 48hrs from receipt of Bill/Document.
- Also return the documents /bills that were of zone other than the zone as per OLA on same or next day immediately.
- Report the difficulty in delivering the documents/bills at site through Mails, Phones whichever is convenient.
- Use of "Miss You" sticker for lock cases to reduce BNR complaints.
- Submit the MIS, format of which shall be provided by OLA Manager.
- For resolution of BNR complaints, separate manpower is required.
- Provide the Proof of Delivery (POD)/Support document/assistance on best effort basis as and when required by Tata Power in required format.
- Provide POD for VIP consumers, HT consumers, HR letters and Estimate letters after every such dispatch. The List of VIP customers shall be provided by OLA Manager.
- Keep records of POD for minimum 6 months from date of delivery & in case of Disconnection notices POD hard copy to be handed over every month to Tata Power respective department & it should be neatly serially arranged i.e. POD no wise.
- Submit list of employees (courier personnel) at the time of receipt of Purchase Order and 1st of every month. Also, if any team member left his job then same should be intimated to Tata Power immediately.
- Vendor must attempt the delivery of the disconnection notices for 2 times if not delivered in 1st attempt & in case of difficulty in delivering vendor should contact us immediately for further guidance to complete the delivery of the notice.
- Scan copies of PODs needs to be submitted for all the disconnection notice cases to Revenue Recovery team on daily basis
- Vendor must submit Soft copy of POD & daily feedback on delivery status of consignments at staging server of Tata Power on daily basis.
- Consignments that are not delivered needs to be attempted again & then same needs to be submitted back at our office.
- Disconnection notice needs to be delivered to consumer or his family members only and not to the third person or watchman/ society office.
- The disconnection notice sent to consumers is an important and critical document which carries legal implications as per MERC guideline. The business associate has to mandatorily deliver the disconnection notices within SLA and 100% POD has to be maintained with acknowledgement through mobile App (Field On App) / hard copy. As a process the proof of delivery has to be submitted to MERC as and when required.
- Courier boy need to capture correct and complete address wherever discrepancy is observed and same is to be submitted to Tata Power for correcting in system.
- Bills are arranged in particular delivery sequence based on Tata Power's previous experience. However, in case vendor proposes a better sequence it is mandatory for vendor to communicate such sequence to Tata Power so that it could be incorporated in system.
- SMRD application usage must be 100% for bill despatch, Vendor payment will be done as per SMRD entry.

BNR Complaint Resolution:

- Courier Vendor will receive auto mail of BNR complaint with complaint details and attachment of PDF of complaint month bill to according to their zones.
- Courier Vendor should resolve the BNR complaint within 1 day with site visit report and POD on paper or in SMRD App.
- Courier vendor need to upload BNR complaints POD within 3 days.
- The escalations triggered from Tata Power, need to resolve in 1 day with site visit and POD.

Smart Phones:

- Android Phones with Display size of 5" and above with Minimum 4 GB of RAM (Higher RAM will be preferred) and Processor speed more than 1.2 GHz with battery capacity more than 3200 mAh.
- Vendor must arrange GSM SIM's with 4G/5G Internet connectivity with adequate data required for proper functioning of applications on daily basis. Vendor must pay the monthly bills of these connections.
- Tata Power will facilitate installation of SMRD app on individual phones and training and guidance related to use of application for dispatch will be given.

Service Level Agreement:

- The service shall be provided to meet or exceed the performance as detailed out in the attached annexure.
- The bills should be stamped with delivery agency and date of the delivery on the same.
- 100% POD to be maintained by the vendor at his end and he should be able to produce the same as required to Tata Power within 48 Hrs. of receipt complaint from consumers.
- The POD to be given in the PDF format for uploading in the system.
- BNR POD soft copy submission should done within 3 days from complaint receipt.
- Implementation of SMRD app at site should be done 100%.
- L1 training is mandatory for all bill delivery executives.

SLA Annexure- 'B1'

SERVICE LEVEL AGREEMENT FOR BILL/DOCUMENT DELIVERY ACTIVITIES

1.0	CUSTOMER:	The Tata Power Company Ltd
2.0	SERVICE PROVIDER:	
3.0	MAIN OBJECTIVES:	Bill Delivery activities for _____ Zones

4.0	SCOPE OF SERVICES

SERVICE LEVEL AGREEMENTS FOR VENDORS PROVIDING TEAMS FOR BILL DISPATCH ACTIVITIES		
1	CUSTOMER:	The Tata Power Company Ltd
3	MAIN OBJECTIVES:	Billing Dispatch activities for Mumbai Distribution License Area

Sr.	Key Service Requirements	Service level parameters	Comments	Penalty/Default	Remarks
1	Picking up the bills	100%	Daily pickup of bills at the communicated time. Additionally, to pick up bills as and when required within the reasonable time.	Incase vendor defaults for 3 days in a month, Tata Power has the right to terminate the contract	1) Bill printing vendor will intimate to Tata Power personnel as to when the bills are needed to be picked up. 2) For any attachments to the bills/documents to be distributed from time to time, no charges will be payable by Tata Power as it is a part of bill delivery process. 3)Bills of other zones received by mistake/not accepted cases/Short address cases/Permanent closed cases to be returned to Tata Power within 24 Hrs. from bill pickup date.
2	Delivery of documents	100%	Delivery of documents within 02 days. from pick up day –P+ # days. (National Holiday excluded with 100% POD for bills delivered to consumers on monthly basis.	1)if document is undelivered or delivered after SLA, even after providing correct address, an amount of Rs.10/- per such document will be deducted from payment 2)if document is undelivered even after providing correct address, an amount of Rs.50/-	

				per such document will be deducted from payment.	
3	MIS data submission	100%	Submission of daily accurate MIS within 02 days. From pick up day P+ # days. (National Holiday excluded)	if MIS of undelivered or delivered document is received after SLA or incorrect MIS received, an amount of Rs.10/- per such document will be deducted from payment	
4	Providing the POD/Support document/assistance for consumer complaint resolution	100% POD for all HT /LT high value consumer, In house documents, complaints, escalations and 10 % of daily delivery of bills.	Submission of BNR POD's within 3 days. from request with signature mandatory unless refused by customer.	1) For non-submission of POD's within SLA, penalty of Rs 10/- per such document will be deducted from payment. 2)Incorrect POD's/Non descriptive /Repeat Cases/POD's not received will be assumed as POD is not available and will be considered as bills not delivered. Penalty of Rs.50/- per case will be applicable. 3) For Genuine BNR complaint charged of Rs 100 per complaint and repeat BNR complaint will be charged of Rs. 500 per complaint.4) DPC/ DNA will be charged as Rs. 100 per complaint.	The PODs should be neatly arranged customer number-wise/POD number-wise before submitting to Tata Power.
5	POD of VIP consumers to be submitted and BNR complaints for 3 months from receipt of complaint.	100%	Delivery details/ Consignee Stamp/Signature is mandatory for such POD's	Penalty will be applicable @ Rs. 100/- for deviation per case.	Tata Power to update and communicate VIP list to the Vendor.

6	POD of Final Bill, Supplementary Bill, and Disconnection notices; Security Deposit letters; Credit Bills consumers to be submitted to Tata Power.	100%	Delivery details/ Consignee Stamp/Signature is mandatory for such POD's	Penalty will be applicable @ Rs. 100/- for deviation per case.	The PODs should be neatly arranged customer number-wise/POD number-wise before submitting to Tata Power.
7	POD retention clause	100%	Vendors need to retain POD's for a minimum period of 6 months at the vendor end. All the soft copies to be submitted to Tata Power.	For non-Submission of POD's within 3 months. penalty of Rs 50/- per such document will be deducted from payment	
8	Address correction certificate	100%	No return bills delivered earlier for short address will be accepted by Tata Power	For non-delivery of such bill's penalty of Rs 50/- per such document will be deducted from payment	
9	Out calling to consumers	100%	At least, 10 % of daily delivery of consumers bills per MRU to be out called for monitoring the bill delivery status	Non maintenance and non-submission of out calling report will be liable for penalty of Rs. 100/- on MRU basis I.e. 10 % of daily delivery of documents.	
10	Collective delivery permission letters	100%	Collective delivery permission letters to be obtained for societies where entry is restricted.	Not applicable	
11	Discrepancies of Hard Copy v/s Soft Copy	100%	Courier vendors to intimate the same to the printing vendor on the same day.	Not applicable	

5.0	VALIDITY:	3 Years from OLA Date

6.0 AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER
SIGNATURE:		
NAME:		
DESIGNATION:		

SLA Annexure- 'B2'

SLA for Disconnection Notice, Security Deposit Reminder Letters and other Documents.

SR. No	Key Service Scope	Desired Service Parameter	Penalty / Reward	Pre-Requisites / Conditions
1	Daily pick up of documents & Delivery of undelivered documents (RTO) at our Dharavi office	100% compliance	A penalty of Rs. 500/- will be levied for each day whenever the vendor do not come to pick up the documents from our office.	Pre intimation to Vendor for documents to be collected from our office
2	100% of document to be delivered within 5 days to consumer or its family members only, not to the watchman or in society office	100% compliance	A Penalty of Rs. 50/- per case will be levied for each non delivered document or wrongly delivered document. If the address provided by Tata Power company ltd. is correct & proved by Tata power that the consumer is available at the same address.	Proper address needs to be provided to courier company by Tata Power officer. No. of days to calculate penalty will be considered from next day of handing over the assignment, since assignment will be given in late evening.
3	Report to be uploaded on staging server on daily basis containing AWB no & delivery status of all documents issued.	100% compliance	A Penalty of Rs. 50/- per day delay in uploading	
4	Soft copy of report on documents status (delivered/undelivered) between 6th & 7th day of document handed over to vendor along with a report with reason for not delivering the document.	100% Accuracy of Data provided & submission to Tata power officer	Penalty of Rs 10/- per mistake of incorrectness in data & Rs.10/- per case for delay in submission the report to Tata power employee within stipulated period.	No. of days to calculate penalty will be considered from next day of handing over the assignment, since assignment will be given in late evening.
5	Details required on POD i.e. Name of receiver, signature/Stamp where applicable/Contact no & date of delivery. The same details need to be captured in report as well.	100% compliance	Penalty of Rs 20/- per case if details not provided.	
5	Soft copy of report on documents status (delivered/undelivered): On 1st day vendor to provide the AWB number on each cases in soft copy in xls. The detailed delivery status to be provided from within 7 days of document collection of assignment.	100% Accuracy of Data provided & submission to Tata power officer	Rs 10/- shall be deducted per mistake in data & Rs.10/- shall be deducted per case for delay in submission the report to Tata power employee within stipulated period.	No. of days to calculate penalty will be considered from next day of handing over the assignment, since assignment will be given in late evening. Soft copy of the customer address and consumer

SR. No	Key Service Scope	Desired Service Parameter	Penalty / Reward	Pre-Requisites / Conditions
				number will be sent through email for getting the AWB number and delivery status
6	Scan image of POD for each document which is delivered/undelivered, once in a week or on immediate basis as per request for specific cases.	100% Compliance	Penalty of Rs.25 /- per case, if scan copy of POD is not provided to Tata Power employee within stipulated period. Maximum penalty amount of Rs. 15,000/- per month.	User id and login will be given to Vendor for uploading the scan image in our Eroom server if image having big files and not able to send in email.
7	Hard copy of POD to be handed over to Tata Power officer for a particular month by 1st week of next month	100% Compliance	Penalty of Rs.25 /- per case, if hard copy of POD is not provided to Tata Power employee within stipulated period. Maximum penalty amount of Rs. 15,000/- per month.	Hard copy of POD needs to be arranged properly while handing over to Tata Power.
8	Penalty against consumer's complaint regarding behavior of associate or any kind of integrity matter	NIL complaints	In bad behavior /integrity matter/ a penalty of Rs.500 /- per case will be levied and possible Termination the contract with 7 day Notice and/or Any amount claimed by consumer.	Vendor to ensure decent behavior of associate with Consumer & clean on the integrity of their staff.
9	No Forging of consumer's signature or any other details on Proof of Delivery	NIL complaints	Penalty of Rs. 500 /- per case, if Tata Power can catch such cases and proved that the details captured are wrong & consumer's signature is forged.	The Vendor should ensure the right kind of Field staff is engaged for delivery.
10	Grooming and ID card	100% Compliance	The Delivery Exe should be formally dressed and well groomed. He should have a valid ID card / Authority Letter.	The Vendor should ensure the right kind of Field staff is engaged for delivery.

VALIDITY:	3 Years from OLA Date

AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER
SIGNATURE:		
NAME:		
DESIGNATION:		

Part C: Meter Data Downloading

Statement of Work - Data collection & delivery from installed Electricity Meters in MO (Mumbai Operations) area.

1. **Job Location** – Mumbai Licensed area (MO-Mumbai Operations) of Tata Power Company Ltd.

2. **Scope of Work:**

2.1. Collection/Uploading of soft data (full data) from the meter's memory with the help of MRI from existing and duly installed electricity meters at site and inside/ around the consumers premises / TPC locations.

Sr. No.	Activity	Total Consumer Base- As of Dec 2022	Consumer Base- As of Dec-2022 (Monthly Quantity)				
			West Suburb	East Suburb	North Suburb	Metro	Urban+ City South
1st Year	Meter Reading of DT Meters with CMRI/AMR	12000	2660	2325	2845	1812	2358
2nd Year	Meter Reading of DT Meters with CMRI/AMR	11400	2527	2208	2703	1722	2240
3rd Year	Meter Reading of DT Meters with CMRI/AMR	10260	2275	1988	2433	1549	2016

2.2. In addition to 2.1 collection of meter reading, data downloader has to intimate consumer before data downloading activity along with collection of seal details, wiring & occupancy check with current measurement.

2.3. TPC shall provide list of meters with detailed consumer address, zone, priority, etc. on a daily basis to contractor or contractor associates for meter data collection. The daily cases allocation will be done via web application i.e. dynamic form or manual/ other modes.

2.4. Contractor has to dump the RAW meter data at their office with their owned PC/desktop/laptop and have to share the RAW data with TPC within same day as per schedule given by TPC.

2.5. The contractors shall return the MRI at the end of the day, if required, as instructed by TPC.

2.6. Contractor will depute dedicated data downloaders zone wise. Each team shall comprise the required qualification (like 12th /ITI/PWD license etc), tool kit and a vehicle (motorcycle).

2.7. Necessary **"Meter Reading Instrument" (MRI)** will not be in the scope of contractor and will be provided by TPCL. Contractor can use their own standard MRI with consent / confirmation of TPC.

2.8. Daily work plan & MIS to be shared by contractor supervisor to TPC at starting of the day before 9:30 AM.

1.1. **Detailed scope of activities is given below:**

1.1.1. Collecting MRI & List containing database of detailed consumer site address, Meter sr.no. Zone, priority, etc. preferably in the form of a list on a daily basis from 'MMG' Department of TPC which is presently located at Dharavi.

1.1.2. Daily reporting will be based at TPC Dharavi office or any zonal location, decided by TPC,
Which is presently at Dharavi R/S.

1.1.3. Daily cases allocation will be done by Dynamic Form via digital mode on mobile application. All cases should be updated and submitted in dynamic form at real time.

1.1.4. TBT/PPE inspection will be carried out on daily basis before starting the job at base / site reporting location, as instructed by TPC.

1.1.5. Call to consumers in a day prior in advance & confirm the appointment for data downloading, as per requirement.

1.1.6. Address not found cases as reported by technician needs to be first certified by contractor supervisor and then validated by TPC engineer / authorities.

1.1.7. Carrying out meter data downloading activities followed by safety procedures of TPC.

1.1.8. Connecting MRI with the Meter from which data to be collected and give required command in MRI in order to get the meter data collected. Then note down the history readings from meter and submit the same in dynamic form in real time, same needs to be shared with TPC, as instructed.

1.1.9. Collection of meter data, seal details, wiring and occupancy check, current measurement, talk to consumer & inform before data downloading activity

1.1.10. Download RAW data from the meter into MRI and upload it to server, in case of GPRS enabled MRI used.

1.1.11. Seal the meter, metering panel after completion the activity.

1.1.12. Fill up & submit dynamic form, checklist etc. in real time after carrying out the above activities and get the meter data dump/upload at back-end office on daily basis.

1.1.13. The contractors shall return the MRI, seal details (old & new) and downloaded meter details/ report in form of hard copy as well as soft copy, at the end of the day on daily basis.

1.1.14. Contractor have to dump the RAW meter data at their office & PC and have to share the RAW data with TPC within same day. Data dumping schedule will be done by contractor with consent of TPC.

1.1.15. Contractor shall collect the MRI in exchange or after dumping the MRI from TPC office to carry out the activity further, if data dumping done at TPC location.

2. Contact Details:

2.1. Contact Person : Mr. Abhimanyu Kumar
2.2. Contact No. : 022-6717-2757
2.3. Mobile No. : 9930773529
2.4. E-mail ID : abhimanyu.kumar@tatapower.com

3. **Required Qualifications & Requirements:**

3.1. Contractor shall deploy technicians who holds valid certificate of 12th / ITI.

3.2. Contractor shall deploy technicians holding valid TPSDI certificate. Technicians with valid PWD license will be preferred.

3.3. Technicians deployed shall have a minimum two years' experience in this field or similar activity.

3.4. Contractor will train the technicians for field activity, safety & First Aid before deployment.

3.5. Should be familiar with safety procedures, artificial respiration, first aid and firefighting practices.

3.6. Should be able to understand & read multi-meters, tong testers, etc.

3.7. Should have capacity to deal courteously & politely with customers.

3.8. Should be in sound health to work at consumer sites & near live electrical installations.

3.9. Contractor will train the technicians for safety & First Aid, behavioral conduct etc.

3.10. Should be able to operate CMRI (DOS, Linux, GPRS based, Etc.) smartphone, tablet, web applications etc.

3. **General Conditions of Contract:**

3.1. Equipment for Meter data collection i.e. Meter Reading Instruments [MRI] along with all necessary accessories like MRI bag, MRI Charger, communication cables, gate pass, necessary device/ instruments, etc. will be provided by TPC for onsite data collection. Contractor have to make their own arrangement, in case of damage.

3.2. Adequate numbers of trained technicians shall be deployed to collect the meter data.

3.3. Deploy technicians shall be deputed zone wise and dedicated.

3.4. Address not found cases as reported by technician needs to be first certified by contractor supervisor and then validated by TPC engineer / authorities from site itself.

3.5. MRI bag with accessories will be handed over to the contractor's technician from TPC Dharavi office (or any other zonal location), same will be returnable on daily basis.

3.6. Other than MRI, all other necessary tools and tackles required for the job will be in the scope of the contractor.

3.7. All Required PPEs like safety shoes, helmet with torch, electrical hand gloves, safety goggles and face shield etc. will be in the scope of contractor.

3.8. All tools shall be in service worthy condition and stored in an appropriate size tool box. A tool carry bag shall be provided to carry necessary tools at site.

3.9. Condition of tools will be inspected by TPC supervisor from time to time. Defective PPEs / tools, as observed by TPC supervisor shall be replaced immediately.

3.10. It will be the responsibility of contractor to operate and maintain MRI & any other device/ instrument provided by TPC in good working condition.

3.11. Contractor will be responsible for healthiness of all equipment along with accessories and 100% cost will be recovered in case of any damage or loss. Contractor have to ensure regular check-up/cleaning/charging of all devices

3.12. Contractor shall provide proper Uniform to their employees, Monsoon Wears, Summer Caps as facilities.

3.13. All stationary requirement will be in contractor's scope, if required.

3.14. Technician of contractor shall return MRI bag along with accessories to TPC coordinator after collection of data from field on a daily basis.

3.15. Transportation facility for technician to enable him to reach consumer site will be in scope of contractor.

3.16. Repairing of vehicle and any incidental expenditure towards maintenance of same will be in the scope of contractor. TPC shall not make any separate payment towards the operation & maintenance of vehicle and will be responsibility of contractor.

3.17. Any incident/ accidental damage or compensation to their associates & to consumer will be in scope of contractor.

3.18. Contractor's teams have to inform to TPC before & after reporting & leaving the site respectively.

3.19. Priority meter data collection and sharing to TPC will be done within same day, as instructed by TPC.

3.20. Monthly gate pass should be submitted to admin for all the employees involved in the activity.

4. Special Conditions of Contract:

4.1. Data downloading activity may be operated centralized or zonal, as decided by TPC.

4.2. Contractor have to arrange the meter data dumping facility at their own office and PCs.

4.3. Contractor has to arrange their supervisor for supervision of site activity and coordination with TPC, consumer etc.

4.4. Use of necessary safety apparels i.e. PPE as per TPC norms is mandatory and same will be provided by Contractor.

4.5. Once a Technician is trained for the job by TPC, then contractor shall not replace such trained technician with a new technician, without taking prior approval from Tata Power.

4.6. Contractor can depute technician only after confirmation/certified by TPC.

4.7. Any additional task from contractor can be given only after consent of TPC.

4.8. TPC shall issue letter of authorization to technicians which should be produced to customer as required.

4.9. Contractor shall provide smart mobile phone / tablet with calling & Internet facility to all employees deputed for this activity.

4.10. Contractor employees will wear identity batch and take necessary permissions to enter customer premises.

4.11. Contractor technician should always behave decently & where ever required should reply to premises security personnel, security guard/ watchman, customer queries in polite and respectful manner.

4.12. TPC can change the weekly off of any or all of the Technicians used for this service as per requirement.

4.13. Whenever required, the Technician will report back to TPC office as and when instructed for handing over of MRI on same day.

4.14. The technicians shall contact TPC office before leaving site at the end of the day.

4.15. Contractor shall maintain the desired standard of services / workmanship. If the progress is unsatisfactory and / or the workmanship is unsatisfactory, TPC may cancel the contractor with immediate effect.

4.16. TPC may advise contractor to reduce or increase one or more “Teams” as guided by the actual volume of activity. Contractor shall be given intimation verbally or through e-mail. Contractor shall provide or remove the “Team/s” within one week of advice from TPC. The number of required team will be decided by TPC.

4.17. Contractor have to deploy additional teams in peak period of complaints, if requested/demanded by TPC.

4.18. You may please note that customer data gathered while providing specified services shall be treated as confidential and will not be shared with any party other than TPC. Any violation will be treated as punishable offense and TPC may cancel the contract with immediate effect.

4.19. The contractor shall follow/manage festival leaves, as per TPC holiday calendar for their associate and same will be validated by TPC.

4.20. One single point of contact has to be provide by contractor to TPC.

4.21. Contractor have to provide all the communication modes like active E-mail ID, contact details, hierarchy of management (for escalation) etc. prior to TPC.

4.22. Contractor supervisor will provide all assistance to site & back end team and coordinate with TPC.

4.23. Performance score of contractor in last job should be preferably >=95%.

4.24. TPC will have full rights of termination of contract at any point of time due to violation of any T&C.

4.25. Contractor have to take prior approval from TPC for any changes to be made in team, like manpower, tools etc.

4.26. In case of non-compliance/violation of instruction/repeated incident/behavioral conduct/failing in fulfillment of contract requirement, TPC shall issue the warning letter to contractor.

4.27. On or after second warning letter/Email of non-conformance, TPC shall terminate the contract with immediate effect.

4.28. Sub contract is not permissible.

5. Statutory Requirements

5.1. Contractor will make ESIC payment for each employee and will submit receipts of the same to our office on monthly basis.

5.2. Contractor will pay PF contribution for each employee and will submit receipts of the same to our office on monthly basis.

5.3. Contractor will submit registration documents under labor Act, Shops and Establishment act and profession tax.

5.4. Registration under Service tax and welfare board registration will be submitted by you to our office

5.5. Contractor shall submit PAN number to our office.

5.6. Contractor Bills will be processed only after submission of statutory documents as above and no payment will be entertained without submission of these documents.

5.7. Attendance sheet should be properly maintain by contractor and have to produce to TPC.

6. Performance Evaluation:

6.1. TPCL may depute their representative at site from time to time to check the quality of work being carried out by the contractor. If the quality is not up to TPCL standard, contractor may have to redo the work at no extra cost.

6.2. Penalty will be levied to contractor against violation of safety requirements as per Contractor Safety Management (CSM) policy of TPC.

6.3. No safety violation will be entertained and strict action will be taken, in case of violation.

6.4. Monthly performance will be tracked and contractor has to take necessary action against feedback shared by TPC.

7. Contingency Plan:

7.1. If any Supervisor or Technician is on leave, a suitable replacement (duly trained person with TPSDI certification only) will be made available by Contractor.

7.2. Contractor should be prepared and ready to deploy additional team in peak period of complaints, on short notice.

7.3. Leave intimation of any contractor associates/Team should be given at least one week in advance to TPC.

8. SAFETY:

8.1. All applicable Safety precautions will be observed by Contractors technicians during site activities as per CSM (contractor safety management) policy of Tata Power.

8.2. Contractor's teams shall observe & follow all applicable safety rules & practices for working on live LT electrical equipment.

8.3. Safety of contractor working personnel will be solely and absolutely in the contractor's scope.

8.4. Further, during activity, if the contractor person happens to visit TPC establishments i.e. TPC offices, receiving stations, DSS, TSS, other TPC establishments, than maintaining security guidelines and procedure as per TPC shall be in contractors responsibility.

8.5. Maintaining safety of consumer equipment i.e., meter, meter cabin, etc. is entirely in contractor’s scope.

8.6. All safety PPEs mentioned below shall be issued by Contractor to his technicians and the same shall compulsorily be used by them while executing jobs.

8.6.1.1. Safety Hand Gloves (With ISI mark)
8.6.1.2. Safety shoes
8.6.1.3. Helmet and helmet fitted torch.
8.6.1.4. Safety goggles & face shield.

8.7. TPC will have the full right to remove such workmen & staff, who do not follow safety rule or avoid wearing safety apparels.

8.8. “Medical fitness certificate” of deployed technician shall be submitted during joining.

8.9. “Police verification certificate” of deployed technician shall be submitted during joining.

8.10. Contractor shall, at all times, be fully responsible for any injury to any person or damage to any property, including third party, attributable to his personnel. Contractor shall arrange to hold TPC indemnified against such injury or damage caused by his personnel.

9. **SAFETY Performance Measures:**

9.1. There shall not be any accident due to non-adherence of safety practices. (Contractor's rating shall be reduced by 20% for every such incident.)

9.2. Number of noncompliance of wearing safety PPE should be nil.

9.3. Any employee found to be violating safety practices on more than two occasions shall be terminated with immediate effect. In addition, vendor rating of contractor shall be reduced by 10% for every such termination.

9.4. If the contractor rating falls below expected level due to non-adherence of safety norms, Contractor will not be eligible for extension of contract.

10. **Behavioral Requirements**:

10.1. Punctuality
10.2. Trustworthy & responsible
10.3. Integrity & ethical
10.4. Customer friendly & understanding
10.5. Risk evasiveness
10.6. Politeness & non disregarders
10.7. Good communication skills and confident.
10.8. Pro-activeness and quick response.
10.9. Kean learner & adoptive to new technology.
10.10. Familiar with office / work environment

11. Scope of Contractor's Liabilities:

11.1. Any unforeseen accident of contractor’s employee while travelling or third-party claim.

11.2. Any financial Liabilities arising out of accident to the contractor’s employee.

11.3. Consequential expenses due to misbehaviour with customer or public.

11.4. All kind of financial issues like salary/incentive/medical etc. will be in contractor scope.

11.5. Cost of TPSDI training (L1 Training) will be in the contractor's scope.

11.6. Any damage to consumer's or TPC or any other property will be in scope of contractor.

12. Payment:

12.1. Bills/Invoice will be submitted online/offline on monthly basis, as per TPC process.

12.2. Payment shall be made on the basis of actual work done in a month that will be verified by TPCL.
12.3. Payment will be done basis on actual type (3-Phase or 1-Phase) of meter tested.
12.4. Billing quantity will be verified by TPC before proceeding for payments to vendor by TPC.
12.5. All invoices shall be submitted on time, any delay in payment will be contractor's responsibility.

13. Service Level Agreement (SLA):

All assigned tasks must be completed within time frame. Priority task to be completed on urgent basis and will be decided by TPCL.

13.1. The contractor shall comply with following SLA for Meter data downloading, data dumping and data sharing to TPC.
13.2. Downloaded data of 100% of the meters as per given list to be provided within 2 working days (48 hrs. excluding weekly off and public holidays).
13.3. Priority cases of data download shall be completed on same day.

14. Penalty Clause:

Activity	Key service requirement	Penalty
availability of team	In case of absence of data downloading team, alternate provision shall be made by the contractor	Penalty of INR 1,000/- shall be charged for every instance of non-compliance.
Zone wise Minimum team.	Minimum one dedicated team should be deployed	Penalty of INR 1,000/- shall be charged for every instance of non-compliance.
Daily work plan & MIS	100% compliance	Penalty of INR 100/- shall be charged for every instance of non-compliance.
Minimum output per team as per SLA.	Download and share 100%-meter data within 48 hrs to TPC as per daily schedule.	A penalty of INR 150/- per meter will be charged for every instance of non-completion of target.
Use of PPE	100% compliance in use of Personal Protective Equipment.	A penalty of INR 5,000/- will be levied for each instance of non-use of PPE and contractor associate will be terminated with immediate effect.
In case of repeated safety violations	No safety violation is accepted.	The contractor associate will be terminated if repeated incident reported.
Device and instrument healthiness.	Safety and healthiness of Device & instrument will be in scope of contractor.	100% amount of device/instrument or repairing cost will be recovered from contractor, if repairable, and contractor have to make alternative provision for the same till the period of procurement/repairing.
Use of Dynamic Forms Application in smartphone/Tab	100% compliance in use of Dynamic Forms by each downloader for each case in real time.	Contractor will not pay for any cases, which is not submitted in dynamic form.

Behavioural conduct of contractor employee.	In case of reporting of misbehaviour from any of the concerned parties like TPC customer, TPC employee, etc.	Penalty of INR 5,000/- shall be charged for every instance of non-compliance and vendor associate will be terminated with immediate effect.
Repeated Behavioural conduct of contractor employee.	In case of reporting of misbehaviour from any of the concerned parties like TPC, customers, TPC employee, etc.	The contractor associate will be suspended at least for one week or terminated, if repeated incident reported, as instructed by TPC.
Priority data collection	Contractor shall provide priority data collection on same day of assignment.	Penalty of INR 300/- per meter shall be charged for every instance of non-compliance of target.
Violation Of Instruction	100% compliance	Penalty of INR 500/- shall be charged for every instance of non-compliance.
Late reporting and leave without prior intimation	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
One-week prior intimation for leave greater than one day.	100% compliance	Penalty of INR 1,000/- (per day) shall be levied for every instance of non-compliance.
Reporting of leave - all leave related intimation should be from identified vendor manager only.	100% compliance	Penalty of INR 1,000/- (per day) shall be levied for every instance of non-compliance.
Timely Submission of Monthly Gate pass	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
accuracy in assigned activities/task	100% compliance	Penalty of INR 100/- shall be levied for every instance of non-compliance.
Ethical Behavior	100% compliance	Penalty of INR 10,000/- shall be levied for every instance of non-compliance and responsible Contractor associate will be terminated with immediate effect
Intimation to TPC for any discrepancy, hurdle, problem Etc. on time from site.	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
Compensation to be done by contractor associates for any incident, accident, property damage to TPC, consumer, third party etc. at site or during transportation/ travelling.	100% compliance	Entire cost of damage, repair, etc. will be recovered from contractor. All replacement, rectification, compensation will be done by contractor.
Repeated any incident of non-conformance.	100% compliance	The contractor associate will be suspended at least for one week or terminated if repeated incident reported.
Prior intimation to TPC before reporting at site or leaving the site.	100% compliance	Penalty of INR 200/- shall be levied for every instance of non-compliance.

Adherence of ABAC (anti-bribery and anti-corruption) policy	100% compliance	The contract and contractor associates will be terminated with immediate effect.
Security breach/ threat.	No security breach is acceptable	The contract and contractor associates will be terminated with immediate effect.
Cyber security	100% compliance	The contract and contractor associates will be terminated with immediate effect if any incident/ instance reported.

*** Penalty may be waived, if the reason is beyond control of contractor and same needs to be validated by TPC.**

VALIDITY:	3 Years from OLA Date

AGREEMENT SIGNED ON BEHALF OF:

NAME OF COMPANY:	THE TATA POWER COMPANY LTD.	SERVICE PROVIDER
SIGNATURE:		
NAME:		
DESIGNATION:		

Part D: Meter Seal Verification

1 **Statement of Work** - Meter Seal Verification as per schedule provided on sample basis

2 **Job Location** – Mumbai Licensed area (MO-Mumbai Operations) of Tata Power Company Ltd.

3 **Scope of Work:**

A. Meter seal verification activity is to be clubbed with meter reading activity as mentioned in scope for reading activity, So same meter readers will carry out this activity.
B. List of Meter numbers for seals verification will be shared by MMG dept on monthly basis before meter reading schedule (Mostly before 4th of month)
C. Vendor shall plan all these meters for seal verification with meter reading schedule for respective area & revert MMG office with date wise schedule as per MRU assigned.
D. Vendor shall record Meter terminal cover seal number allocated to given meter serial numbers at site & capture its photo which is clearly visible with Meter Serial no. & Seal serial no.
E. Vendor shall share updated excel file with all seal details found on site after completion of list before 29th of current month.
F. Site photos of meters/seals to be saved or renamed as per meter serial no. & share in zip format for records along with updated excel file.

Details of zone wise **approximate** quantity of meter seal verification is as follows:

East	Metro	North	West	City South	Urban	Grand Total
1200	1200	1200	1200	600	600	6000

4 Contact Details:

a. Contact Person : Mr Rajesh Rajgurav
b. Contact No. : 022-67172022
c. Mobile No. : 7208000540
d. E-mail ID : rajesh.rajgurav@tatapower.com

5 Required Qualifications & Requirements:

a. Contractor shall deploy technicians holding valid TPSDI certificate.
b. Criteria remained same as required for M**eter readers**
c. Contractor will train the technicians for safety & First Aid.

6 Performance Evaluation:

a. Tata Power Company Ltd. may depute their representative at site from time to time to check the quality of work being carried out by the contractor. If the quality is not up to Tata Power Company Ltd. Standard, contractor may have to redo the work at no extra cost.
b. Penalty will be levied from contractor against violation of safety requirements as per CSM.

7 Contingency Plan:

a. If any employee is on leave, a suitable replacement (duly trained technician only) will be made available by Contractor for this service.

8 SAFETY:

a. All applicable Safety precautions will be observed by Contractor's technicians during site activities as per CSM (contractor safety management) policy of Tata Power.
b. Safety of contractor working personnel will be solely and absolutely in the contractor's scope.
c. Further, during activity, if the contractor person happens to visit Tata Power establishments i.e., Tata Power offices, receiving stations, DSS, TSS, other Tata Power establishments, that maintaining security guidelines and procedure as per Tata Power shall be in contractor's responsibility.
d. Maintaining safety of consumer equipment i.e., meter, meter cabin, etc is entirely in contractor's scope.
e. Contractor Technicians shall observe all applicable safety rules & practices for working on live LT electrical equipment.
f. All safety PPEs mentioned below shall be issued by Contractor to his technicians and the same shall compulsorily be used by them while executing jobs

1. Safety Hand Gloves (With ISI mark)
2. Safety shoes
3. Helmet
4. Plain safety glasses.

g. Tata Power will have the full right to remove such workmen & staff, who do not follow safety rule or avoid wearing safety apparels.
h. "Medical fitness certificate" of deployed technician shall be submitted during joining.
i. "Police verification certificate" of deployed technician shall be submitted during joining.
j. Contractor shall, at all times, be fully responsible for any injury to any person or damage to any property, including third party, attributable to his personnel. Contractor shall arrange to hold Tata Power indemnified against such injury or damage caused by his personnel.

9 SAFETY Performance Measures:

a. There shall not be any accident due to non-adherence of safety practices.
b. Number of noncompliance of wearing safety PPE should be nil.
c. Any employee found to be violating safety practices shall be terminated from employment.
d. If the contractor rating falls below expected level due to non-adherence of safety norms, Contractor will not be eligible for extension of contract.

10 Behavioural Requirements:

a. Punctuality
b. Trustworthy
c. Integrity
d. Customer friendly
e. Risk awareness
f. Politeness

11 Scope of Contractor's Liabilities:

a. Any unforeseen accident of contractor's employee while travelling or third-party claim.
b. Any financial Liabilities arising out of accident to the contractor's employee.
c. Consequential expenses due to misbehaviour with customer or public.

12 Payment:

a. Bills/Invoice will be submitted on monthly basis. Payment shall be made on the basis of actual number of meter seals verified in a month (per meter basis)

13 Service Level Agreement (SLA):

a. The contractor shall comply with following SLA for Meter seal verification.

SLA ANNEXURE 'C1'

Activity	**Key service requirement**	**Penalty**	**Remarks**
Timely completion of assigned cases	All assigned cases should be completed within one billing cycle	A penalty of Rs. 200/- per meter will be charged for every instance of non-completion of target as per SLA terms.	Penalty may be waived if the reason is beyond control of contractor. Same needs to be validated by Tata Power.
Meter seal photograph to be taken for all assigned cases	All photos should be clearly visible with meter serial number & seal no.	Rs 200/- per case for every missing/unclear photo	Penalty may be waived if the reason is beyond control of contractor. Same needs to be validated by Tata Power.

Capturing correct seal number for given meter list & correct reporting through MIS/excel	All details are to be correctly captured on site as well as excel during reporting	Rs 200/- per case for every wrong seal or meter details	Penalty may be waived if the reason is beyond control of contractor. Same needs to be validated by Tata Power
Timely reporting of site verification details in required format	Reporting of assigned cases should be done in same billing cycle	Rs 1000/- per day penalty will be levied if delayed reporting after completion month end.	Penalty may be waived if the reason is beyond control of contractor. Same needs to be validated by Tata Power.
Behavioural conduct of contractor employee.	In case of reporting of misbehaviour from any of the concerned parties like Tata Power customers, Tata Power employee, etc.	Penalty of Rs.5,000/- shall be charged for every instance of non-compliance.	Penalty may be waived if the reason is beyond control of contractor. Same needs to be validated by Tata Power.

FORMAT FOR CV Annexure –'C2'

Format of Curriculum Vitae (CV) for Key Staff Proposed for this assignment

Name:
Proposed Position:
Name of Firm:
Profession:
Age & Date of Birth:
No. of Years with Firm:
Membership of Professional Societies:
Detailed Tasks Assigned:
Key Qualifications:
(Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education:
(Summarize College/University and other specialised education of each staff member, giving names of schools, dates attended and degrees obtained).

Employment Record:
(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dated, name of employing organization, title of positions held and location of assignments. For experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three-quarter of a page).

Experience in Utility Business: Position held, Nature of work, Highlights/ Achievements.

Certification:
I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes me, my qualifications and my experience.

Signature of Staff Member Date:

It is certified that the concerned person is a full time employee of the Firm.
Signature of authorised Official from the Firm (with name and designation)

Date: 20 Nov 2022

Document Compiled By		Mr. Amol A. Shinde	
Document Verified By	Meter Reading	Mr. Amberish A. Gaekwad	
	Bill Dispatch	Mr. Amberish A. Gaekwad	
	Meter Data Download	Mr. Devanjan Dey	
Document Approved By		Mr. Karunakaran B.	

The Tata Power Company Limited is hereunder referred to as the "Purchaser" or "Company". The person, firm or company selling the goods, the subject of this purchase order is referred to as "Vendor" or "Contractor". The subject of this purchase order is hereinafter referred to as the "Material(s)"or "Goods".

The Contract shall mean the contract as derived from the following:

1. Purchase Order (with 'Commercial Notes' and Annexures to the Purchase Order referred thereon)
2. Technical Specifications.
3. General Terms & Conditions

The documents including all reference document (s) and Annexures forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

1. Price:

Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason till the validity of this Contract.

Unless otherwise specifically stipulated, the price shall be inclusive of road/ rail worthy water-proof packing & forwarding charges up to effecting delivery at FOT/ FOR despatch point, GST and shall also be inclusive of inland freight, terminal taxes and entry taxes as leviable on the transportation or entry of goods into any local area limits pursuant to the Contact.

2. Taxes and Duties:

2.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to GST or any local taxes, levies imposed by State/Central/Local governments

2.2 Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break-up of the taxes

2.3 However the payment of GST or local levies shall be restricted to the total amount as indicated in the price schedule.

2.4 Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) shall be deemed to be included in the Contract price and shall be to the account of the Contractor.

2.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for supply of Goods and limited to direct invoices of the Contractor shall be to the account of Purchaser. The Contractor shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the Bid and the scheduled date of supply of goods to claim the difference.

2.6 The Contractor shall pass on to the Purchaser all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits etc. or introduction of new tax rates exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of Goods or performance of obligations under the contract. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.

2.7 Any other taxes, levies and duties not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) or introduction (omission) of new taxes, levies and duties shall be deemed to be included in the Contract Price and shall be to the account of the Contractor.

2.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Purchaser, the Contractor will facilitate the Purchaser by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Purchaser. Wherever expressly agreed the purchaser would provide the statutory form 'C' to the seller for availing the concessional rate of Central sales tax.

2.9 The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.

2.10 Purchaser shall pay the invoices to the Vendor after necessary deductions as prescribed under the applicable law, income – tax or other

deductions under the State Tax laws as may be applicable to the Contract.

3 Packing details:

Packing details: The material must be packed in suitable packing to suit the mode of transport and to ensure its safe receipt at point of delivery. Any damage to material noticed at the time of delivery at site, due to improper packing or any other reason whatsoever shall be the responsibility of the Vendor. Such damaged goods shall be replaced within 14 days from intimation from the Purchaser.

4 Transportation and Unloading at Site:

The Vendor shall deliver the Material(s) at site/ Stores as per the delivery address specified in the Purchase order. The unloading at delivery shall be organised by the Purchaser unless otherwise specified. The receipt of the material/ equipment is subject to inspection and rejection if Material(s) is found unsatisfactory or any of the clauses under this purchase order are violated.

5 Insurance:

Unless otherwise specified, Purchaser will be responsible to obtain transit insurance for the Material(s). The Vendor shall intimate the Order Manager (as mentioned in the Purchase Order) along with Invoice, packing list, the Railway Receipt/Truck or Lorry Receipt etc. immediately after the consignment is booked, at the e-mail id mentioned in the Purchase order.

6 Payment Terms:

100% payment shall be made within 60 days from the receipt and acceptance of the material at the Consignee Stores/ Site/ Location as per the Contractual terms and conditions herein.

7 Bills and invoice:

The tax invoices should contain the details to comply with the GST Law. The supplier shall:

i) Furnish (electronically) and communicate to the Owner, the details of Goods or Services supplied by the 10th of the month succeeding the said tax period,
ii) Upon discovery of any discrepancy, rectify it and shall pay the tax and interest thereof,
iii) Furnish the returns (electronically), for the inward and outward supplies of Goods and/or Services, before the specified dates as per the GST Law,
iv) Communicate the tax paid, credits etc. as and when credited.
v) The Invoice should clearly state the description of the goods, quantity, sale price, tax %, and tax amount;
vi) The Invoice should be signed by an Authorized Signatory.

Bills/Invoices in the name of The Tata Power Company Ltd. with packing lists in triplicate shall be forwarded along with the equipment.

Contractor to furnish GST Registration no. in all invoices as well as Purchaser's (Tata Power's) GST no.

8 Transfer of Title and risk:

The transfer of property and risk of Material(s) shall be deemed to take place as follows:

a. For delivery F.O.R. or F.O.T. despatch point: Transfer of property on handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser. However, the risk of loss shall pass to the Purchaser on delivery of goods at the specified destination.

b. In case the Material(s) are procured by the Vendor from sub-vendors on receipt of duly endorsed documents of title to the goods.

9 Contract Performance Bank Guarantee (In case applicable):

9.1 The Vendor shall within 15 days of issue of this Purchase Order furnish an unconditional irrevocable bank guarantee duly stamped and strictly as per the prescribed format of the Purchaser from any nationalized bank or any scheduled bank having a branch in Mumbai and approved by the Purchaser for a sum equivalent to 10% of the Total value of Order valid for a period not less than 6 months from the expiry of the Warranty period.

9.2 Irrespective of the performance demonstrated as part of the Factory Acceptance Tests Take-over tests / Performance Tests etc, the Purchaser may call for re-validation of performance of the system during the performance guarantee period by conducting fresh performance tests if in its opinion, the

system is not able to deliver the designed performances based on its operational performance results. If the equipment fails to prove the performance during such performance tests, the Purchaser may allow the Vendor to either rectify the system by addition / modification of equipment etc at the Vendor's costs & risk to restore the performance levels. Failure to rectify the system to achieve the designed performance levels may result in imposition of penalties including revocation of the Performance Bank Guarantee and forfeiture of the entire amount under the Performance Guarantee.

9.3 In case the Vendor fails to furnish the requisite Bank Guarantee as stipulated above, then the Company shall have the option to terminate the contract besides other contractual remedies.

10 Price reduction:

10.1 The Vendor agrees that time of supply of Material(s) is of prime importance.
If the Vendor fails to supply Material(s) before the respective scheduled / fixed date for supply. Company may without prejudice to any other right or remedy available to the Company: -

10.1.1 Recover from the Vendor ascertained and agreed, genuine pre-estimate liquidated damages, and not by way of penalty, a sum equivalent to 1% (of total value of order) per week or part thereof for each week's delay, beyond the scheduled supply date each subject to maximum of 10% of the total order value, even though the Company may accept delay in supply after the expiry of the scheduled supply date. The Company may, at its discretion, set off the aforesaid amounts from any other amounts owed by the Company to the Vendor or recover such amounts in other manner as may be permissible under applicable laws.

10.1.2 Arrange to get supply from elsewhere on account and at the sole risk of the Vendor, such decision of the Company being final and binding on the Vendor; or

10.1.3 Terminate the contract or a portion of supply of the supply work thereof, and if so desired, arrange for the supply in default by the Vendor to be attained from elsewhere at the sole risks and costs of the Vendor.

10.2 Liquidated damages for performance shortfall (if applicable) shall be specified in the Technical Specifications.

10.3 The Liquidated Damages referred in this clause 10 may be recovered by the Company from the Vendor as set off against any monies owed by the Company to the Vendor or in any other manner permissible under applicable laws.

11 Warranties:

11.1 Materials and Workmanship: Vendor shall fully warrant that all the stores, equipment and component supplied under the order shall be new and of first class quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

11.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the Material(s) or any portion thereof as the case may be have been commissioned or for 24 months from the date of delivery, whichever period concludes earlier. Purchaser shall inform Vendor and Vendor shall immediately on receipt of such intimation, depute their personnel within 7 days to investigate the causes of defects and arrange rectification/ replacement/modification of the defective equipment at site, without any cost to Purchaser within a reasonable period. If the Vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take such corrective action as may be deemed necessary at Vendor's risk and cost after giving notice to the Vendor, including arranging supply of the Goods from elsewhere at the sole risk and cost of the Vendor.

11.3 In case defects are of such nature that equipment shall have to be taken to Vendor's work for rectification etc., Vendor shall take the equipment at his costs after giving necessary undertaking or security as may be required by Purchaser. After repair Vendor shall deliver the equipment at site on freight paid basis. Any taxes applicable in relation to this repair shall be to the Vendor's account. All risks in transit to and fro shall be borne by the Vendor.

11.4 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

12 Quality, Testing, inspection, installation:

12.1 All Material(s) supplied under this Contract shall be new and unused.

12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.

12.3 The material shall be inspected

a. At consignee end by Purchaser.

b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.

12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).

12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.

12.6 *All costs associated with the inspection shall be included in cost of Material(s).*

12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.

13 Rejection:

13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.

13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.

14 **General Indemnity:**

The Vendor shall indemnify and keep the Purchaser indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.

15 **Indemnity against IPR:**

The equipment, system, drawings, and other materials that shall be supplied against the order will become the Purchaser's property. Without limitation of any liability of whatsoever nature, the Purchaser shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, rules & regulations by the use of or sale of any article or material supplied by the Vendor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Vendor to the Purchaser under the Purchase Order. The Indemnity shall cover any claim/action taken by a third party either directly against the Purchaser or any claim/action made against the Vendor & where under the Purchaser is made liable. The

Indemnity shall be for losses, damages, and costs including litigation costs, attorney fees etc incurred by the Purchaser in relation to the Purchase Order.

16 Latent Defects Liability period (if applicable):

Notwithstanding the inspections, acceptance tests, quality checks etc carried out by the Vendor and witnessed/accepted by the Purchaser, the Vendor shall further warrant the equipment for any latent defects in its design, material or workmanship against the specifications set forth and shall make good any such defects by way of repair or replacement of the part or whole of the defective product at its own cost & risks as and when such latent defects are observed and intimated by the Purchaser and intimated to the Vendor within 36 months of completion of warranty period.

17 Force Majeure:

17.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Contract the relative obligation of the party affected by such force majeure shall, after notice under this articles be suspended for the period during which such cause lasts. The term 'Force Majeure' as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fire, floods, and acts and regulations of the Government of India or State Government or any of the statutory agencies. Both the party shall pay to the other party, the amount payable upon the date of the occurrence of such force majeure.

17.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of the claims.

17.3 During the period, the obligations of the parties are suspended by force majeure, the contractor shall not be entitled to payment of any rate.

17.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Purchaser shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

18 Variation:

Except for any provisions in this Purchase Order, any change /modification to the terms and conditions of this Order can be issued only by Purchaser or with the prior written approval from Purchaser.

19 Termination

19.1 The Contract shall be deemed to be terminated on completion of delivery of Material(s)

19.2 Termination of Default by Vendor:
Purchaser may terminate the contract at any time if the Vendor fails to carry out any of his obligations including timely delivery under this Contract. Prior to termination, the Vendor shall be advised in writing of the causes of unsatisfactory performance to be improved upon 15 days of the receipt of notice. In case, if the Vendor fails to bring about the improvement to the satisfaction of the Purchaser, then the order shall be terminated.

19.3 Without prejudice to the rights and remedies available to Purchaser, Purchaser may terminate the Contract or part thereof with immediate effect with written notice to the Vendor if,:

19.3.1 The Vendor becomes bankrupt or goes into liquidation.

19.3.2 The Vendor makes a general assignment for the benefit of creditors.

19.3.3 A receiver is appointed for any substantial property owned by the Vendor.

19.3.4 The Vendor has misrepresented to Purchaser, acting on which misrepresentation Purchaser has placed the Purchase Order on the Vendor.

The Vendor/ Contractor shall not be entitled to any further payment under the Contract if the Contract is terminated. If the order is terminated under clause 19.2 and 19.3, the Vendor shall not be entitled to any further payment, except that, if Purchaser completes the supply of Material(s) and the costs of completion are less than the Total Order value, the Purchaser shall pay Vendor an amount properly allocable to supply of Material(s) fully performed by Vendor prior to termination for which payment was not made to Vendor. In case, the cost of completion of Material(s) exceed the total Order value, the additional cost incurred by Purchaser for such completion shall be paid by the Vendor.

19.4 Purchaser shall be entitled to terminate the Contract at it's convenience, at any time by giving thirty (30) Days prior notice to the Contractor. Such notice of termination shall specify that termination is for Companies convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

19.4.1 cease all further work, except for such work as may be necessary and instructed by the Company/ Company's representative for the purpose of protecting those parts of the supplies already manufactured;

19.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;

19.4.3 handover all Documents, equipment, materials and spares relating to the supply of goods prepared by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof; and

19.4.4 handover those parts of the supplies manufactured by the Contractor up to the date of termination.

Upon termination pursuant to clause 19.4, the Vendor shall be entitled to be paid the full value on the Material(s) delivered in accordance with the Contract.

19.5 The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract on termination. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay (liquidated) damages for Delay nor shall entitle him to reduce the value of Performance Security.

20 Sub letting and assignment:

The contractor shall not without prior consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

21 **Dispute Resolution**:

Dispute or differences arising out or relating to this Order shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed jointly by both the parties. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be Mumbai. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 as amended from time to time and the rules framed there under.

22 Governing laws

This Contract shall be construed in accordance with and governed by the Laws of India without giving effect to any principle of conflict of law.

23 Jurisdiction

This Contract and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

24 Limitation of Liability

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total order value. This shall however, exclude liability arising pursuant to clause 2.8- tax indemnity, clause 14- General Indemnity, clause 15- Indemnity against IPR, clause 25 – Confidentiality and liabilities arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Vendor.

25 Confidentiality:

The Vendor shall use the Confidential Information of the Purchaser only in furtherance of this Contract and shall not transfer or otherwise disclose the Confidential Information to any third party. The Vendor shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information but, in no

event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

26 Consequential Damages:

Unless otherwise specified, neither Party shall be responsible for and nor shall be liable to the other Party for indirect/consequential losses and damages suffered by such Party including for loss of use, loss of profit whether such liability or claims are based upon any negligence on the part of the other Party or its employees in connection with the performance of the Purchase Order.

27 New Legislation (The Micro, Small and Medium Enterprise Development Act 2006)

a. This Act has been enacted and made effective from 2nd October 2006. The Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertaking Act, 1993 is repealed.

b. Vendor is requested to inform the purchaser if vendor fall under The Micro, Small and Medium Enterprises Development Act, 2006 legislation and provide the purchaser, registration number and date to enable purchaser to take necessary care. The vendors are also requested to mention the same on their invoice / bill.

28 Relation between parties:

The Purchase Order shall be entered into on a principal-to-principal basis only. The Purchase order shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the parties. Each party shall be responsible for its own conduct. The Vendor shall ensure at all times that all the work carried out under this contract either by its own person or through any of its sub-Vendors shall be always done under its own direct supervision.

29 Environment / ISO 14001 Certification:

The Vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product / by-products conform to practices consistent with sound environmental management and local statutes. The Vendor shall ensure that all the wastes are disposed in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc which shall be disposed through MoEF approved parties only. The Vendor shall also be responsible to collect and recycle all the e-waste generated at the end of the product life cycle at its own costs and risks as per the MoEF guidelines/ orders.

30 Tata Code of Conduct

The Purchaser abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Purchaser and the Vendor for dealings under this Purchase Order. A copy of the Tata Code of Conduct is available at our website: http://www.tatapower.com/aboutus/code-of-conduct.aspx. The Vendor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: cecounsellor@tatapower.com.

31 Responsible Supply Chain Management:

The Purchaser is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy. The Vendor is required to comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations. The Purchaser encourages its Vendors/ Contractors/ Business partners to pay more attention to green design, green supply, green production, green logistics and green packaging in performing their business obligations.

The Vendor is required to abide by the Tata Power Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy.

A copy of the Responsible Supply Chain Management Policy along with Environment policy, Energy Conservation policy, Sustainability policy, Health & Safety policy and Human Rights policy is available at website: http://www.tatapower.com/sustainability/policies.aspx.

Vendor/Bidder is required to completely fill the attached "Supplier Sustainability Questionnaire" in support of their Green Supply Chain Management initiatives and submit the same with their offer.

The Owner recognizes that diversity in the workplace positively impacts business. The Owner is committed to help people from SC/ST background either by helping them to become entrepreneurs or by engaging workforce from SC/ST community under the contracts agreed herein. To encourage engaging SC/ST community, the owner may consider on the merit to incentivize the Contractor by paying additional 1% of the service contract portion if the number of SC/ST workforce engaged in the contract exceeds 30% of the total deployed strength and 2%, if the strength goes beyond 50%. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner may also volunteer its training resources to the extent possible to improve their employability. The Contractor shall maintain the proper documentation of such category of the workforce engaged and the owner may consider to pay the incentive after its verification.

The Owner may also consider extending price preference of 5% in the bid evaluation for an order value up to Rs.50 Lacs, provided the company is owned by a person from SC/ST community having minimum 50% holding in the company.

32 Vendor rating

You are requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Your performance with respect to the said factors will be taken into consideration for future business.

33 Vendor Feedback:

33.1 In this dealing Vendors feedback is important for the purchaser to improve its processes. If vendor have to report any grievance, problem or require any clarification, information, vendor is requested to contact purchaser at email ID: CC_CUSTOMERFEEDBACK@tatapower.com

33.2 Vendor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Vendor performance with respect to the said factors will be taken into consideration for future business.

34 Non-Waiver:

Failure of Purchaser or its representatives to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any right or remedies herein or by law accruing, or failure to promptly notify the Vendor in the event of breach or the acceptance of or the payment of any Material(s) hereunder or approval of any design or Material(s) shall not release the Vendor and shall not be deemed a waiver of any right of Purchaser to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted not shall any purported oral modification or revisions of the Contract by Purchaser or its representative(s) act as waiver of the terms hereof.

35 **Repeat Order**:

Purchaser may place the repeat order for 100% of ordered quantities within a span of 6 months from the date of issue of this Purchase Order & Vendor shall execute it at same rates, terms and conditions.

36 Severability

If any provision of this Contract is invalid, unenforceable or prohibited by law, this Contract shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Contract shall be valid, binding and of like effect as though such provision was not included herein.

The Tata Power Company Limited is hereunder referred to as the "Owner" or "Company". The person, firm or company offering the services, the subject of this order is referred to as "Contractor". The subject of this order is hereinafter referred to as the "Work".
"Sub-Contractor" means any person named in the Contract as a Sub-contractor, sub-vendor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been subcontracted and the legal successors in title to such Person, but not any assignee of such Person.

The Contract shall mean the contract as derived from the following:

1. Work Order (with 'Commercial Notes' and Annexures to the Work Order referred thereon)
2. Scope of Work.
3. General Terms & Conditions - Service

The documents including all reference document (s) and Annexures forming the Contract are to be read together as a whole and are to be taken as mutually explanatory, provided however, in the event of any inconsistency or discrepancy between the aforementioned documents, the order of precedence in interpretation of the documents shall be as set out above. For the avoidance of doubt, it is clarified that the terms set forth in the Work Order (with 'Commercial Notes' and Annexures to the Work Order referred thereon) shall take precedence over the terms set out in the Scope of Work, which shall in turn take precedence of the terms set out in the General Terms & Conditions – Service.

1. Contractor's obligation:

1.1 Contractor warrants that it is a competent, qualified and experienced contractor, equipped, organised and financed to perform and complete the services in the operating area in an efficient and professional manner and capable of meeting all the requirements of the Contract.

1.2 The Contractor has the overall responsibility of executing the contract, conducting Planning, Job Scheduling, Maintenance Planning, Maintenance Job Scheduling, executing the Work and maintenance jobs as per the Scope of work & schedule.

1.3 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Owner's representative(s) instructions and directions on all matters relating to the Work.

1.4 Contractor shall at all times have full responsibility for control of the Equipment and for the direction and supervision of operations being carried out under the Contract.

1.5 In the performance of the Work, Contractor shall be and act as an independent Contractor fully responsible and accountable for the proper execution of its responsibilities, obligations and liabilities under this Contract and for its own acts and the acts of its Sub-Contractors and the Personnel. Owner's supervision, examination or inspection of the (performance of the) Work or omission to carry out the same shall not be construed in any manner whatsoever as relieving Contractor from its responsibilities, obligations or liabilities under this Contract.

1.6 Contractor shall submit list of tools & tackles with details of make, year of manufacturing, valid certification to the Project Manager/ User for their approval.

Project Manager may during the execution of project inspect & verify that the tools & tackles are as per the qualification requirements approved by him and will have right to seek replacements in case of any discrepancies. The Contractor shall always comply with such directives.

1.7 Contractor shall engage Tata Power Skill Development Institute (TPSDI) certified labour force at the site for execution of the job. Requirement & fees for TPSDI certification shall be as per Company Policy.

1.8 Contractor shall take full responsibility for the protection and security of Owner's materials and equipment while such materials and equipment are temporarily stored in Contractor's facility or otherwise in Contractor's custody.

1.9 All notices, instructions, information, and other communications given by the Contractor to Owner under the Contract shall be given to the Order Manager/ Owner's representative, except as otherwise provided for in this Contract.

1.10 The Contractor shall make its own arrangements for movement of personnel and equipment, within and outside the sites / units / offices at the various locations covered by the Contract.

1.11 The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government and other statutory authorities and/or public service undertakings that are necessary for the performance of the Contract.

1.12 Neither the Contractor nor its personnel shall during the term of this Contract, engage in any business or professional activities in India/abroad which would conflict with the activities assigned to them under this Contract.

2. Service Warranties:

Contractor warrants that all services performed for or on behalf of Owner will be performed in a competent,

workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Contractor to Owner. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a change notice or revision issued and signed by Owner's authorized representative.

3. Compliance of Local Laws:

Contractor shall be responsible and shall comply with the provision of all the Statutory Acts Applicable. Special attention of the Contractor is drawn towards the compliance of provision of the following statues: (along with the latest amendments/additions, as applicable):

a) The Child Labour (Prohibition and Regulation) ACT, 1986.
b) The Contract Labour (Regulation and Abolition) ACT, 1970.
c) The Employee's Pension Scheme, 1995.
d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
e) The Employees State Insurance Act, 1948.
f) The Equal Remuneration Act, 1976.
g) The Industrial Disputes Act, 1947.
h) The Maternity Benefit Act, 1961.
i) The Minimum Wages Act, 1948.
j) The Payment of Bonus Act, 1965
k) The Payment of Gratuity Act, 1972.
l) The Payment of Wages Act, 1936.
m) The Shops & Establishment Act, 1954.
n) The Workmen's Compensation Act, 1923.
o) The Employer's Liability Act, 1938.
p) and any other applicable statutory act

Site Specific requirements shall be as Annexure at I. The compliance to these Site Specific requirements shall not absolve the Contractor of its obligation to comply with the Owner's Contractor Safety Management Policy.

4. Owner's Obligation:

4.1 The order manager (As specified in the 'Commercial Notes') shall have the authority to represent Owner on all day-to-day matters relating to the Contract or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the order manager, except as otherwise provided for in this Contract. The order manager may appoint the Engineer-In-Charges for different areas for monitoring the work progress, inspections and signing of bills.

4.2 Owner shall ensure the availability of site access, all information and/or data to be arranged/ supplied by Owner to the Contractor for execution of the Work . The terms on which the Contractor shall be allowed access to the site shall be specified by the Owner prior to commencement of the execution of the Work and thereafter shall be governed in accordance with such policies as the Owner may provide in writing to the Contractor from time to time.

5. **Contractor's/ Sub-contractor's employees**:

5.1 The Contractor shall engage appropriately qualified persons to provide the services with the prior approval of Owner. Owner may withhold such approval for any reason whatsoever.

5.2 The Contractor hereby represents and warrants that:

i) the personnel are duly qualified, and are, and will remain, sufficiently qualified, careful, skilful, diligent and efficient to provide the services to Owner; and
ii) the Services will be rendered carefully, skilfully, diligently and efficiently, and to the professional standard reasonably expected by Owner of a contractor qualified and experienced in providing services substantially the same as the Services.

5.3 The Contractor must ensure that the Contractor's personnel conduct themselves in a proper manner and comply with the procedures and all policies, regulations and directives of Owner including any occupational, health and safety policies and the relevant prevailing laws and regulations in the Country of operations and specifically in the area where Work is being executed.

5.4 Owner may inform the Contractor to immediately remove Contractor's personnel from the relevant premises in the event of misconduct or incompetence on the part of the Personnel. The Contractor shall at all times remain liable for all acts and/or omissions of its Personnel.

5.5 It is made clear that no relationship of Owner and employee is created between Owner and the Contractor's resident engineers, employees and no claim for employment of any such personnel shall be tenable or entertained.

6. Title of Property:

6.1 Unless otherwise provided in this order or agreed to in writing, property of every description including but not limited to all tooling, tools, equipment and material furnished or made available to Contractor, title to which is

in Owner, and any replacement thereof shall be and remain the property of Owner. Such property other than material shall not be modified without the written consent of Owner. Such property shall be plainly marked or otherwise adequately identified by Contractor as being owned by Owner and shall be safely stored separately and apart from Contractor's property.

6.2 Contractor shall not use such property except for performance of work hereunder or as authorized in writing by Owner. Such property while in Contractor's possession or control shall be listed in writing and kept in good condition, shall be held at Contractor's risk, and shall be kept insured by Contractor, at its expense, in an amount equal to the replacement cost with loss payable to Owner. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Owner and Owner shall have the right of entry for such purposes without any additional liability whatsoever to Contractor. As and when directed by Owner, Contractor shall disclose the location of such property, prepare it for shipment and ship it to Owner in as good condition as originally received by Contractor, reasonable wear and tear excepted.

7. Work Completion schedule:

Contractor shall plan and execute the Work in accordance with a detailed schedule mutually agreed upon by the Parties (Owner and Contractor).

8. Contract Price and Payment:

8.1 The Contract Price shall be a firm & fixed Contract Value for the Work inclusive of all the taxes, levies & duties and shall remain firm till the validity of this contract.

8.2 Unless Specifically stated elsewhere in the contract, the Contractor is solely liable for payment of , and warrants that it will pay, or ensure the payment of all taxes imposed, assessment made in relation to the Work.

8.3 An amount as stated in the table below shall be retained towards Contractor's safety performance against every RA bill:

Contract Value	Retention Amount (%)
Upto Rs. 10 lakhs	2.5
Above Rs. 10 lakhs and below Rs. 50 lakhs	2
Above 50 lakhs and upto Rs. 10 Crores	1.5
Above Rs. 10 Crores	1

The above mentioned safety retention shall be over and above any other retentions/ deferred payments as may have been specifically agreed in the Contract.

8.4 For Contract Price Rs. 1 crores or above and Contract Completion Schedule 12 months or more, the above safety retention will be released half yearly against the Safety Performance Score (methodology for evaluation enumerated in the Safety Terms & Conditions attached as Appendix to this General Terms & Condition) which will be evaluated by the Order Manager every month. For all other contracts, the above said safety retention shall be released along with the final settlement only at the end of the contract period.

8.5 The Owner shall have the right to stop any work which in its opinion is not meeting the safety standards/ guidelines of the Owner and good engineering practice. The Contractor shall not be eligible for and shall not be granted any extension in Completion Schedule due to such stoppage of work by the Owner.

8.6 The above retention towards safety shall not absolve the Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between Rs. 5 to 50 lakhs as deemed appropriate by Owner's appointed Committee for incident investigation and/ or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death.

8.7 Notwithstanding anything else stated in the Contract, the Contract shall be liable for termination without any notice and without recourse to Owner in case of three (3) or more severe safety violations. There shall be no termination fees/ compensation payable to Contractor for such termination.

8.8 In case the Contractor achieves 100% on the Safety Performance Score, the Contractor shall be awarded a discretionary bonus of 1% of invoiced value subject to a maximum of Rs. 50 lakhs towards Safety Performance.

8.9 Payment shall be released within 60 days of submission of error free invoice with supporting documents duly certified by the Order Manager/ Engineer-in-Charge after deducting taxes at source as prescribed under the applicable law, income – tax or other deductions under the state value added tax laws . If such payment release

day falls on a holiday of Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued as per the applicable provisions of the statute. The Order Manager may recover any amount wrongly paid in excess in any previous bills certified by him.

8.10 *Mode of Payment*: All payments shall be made direct to the Contractor or his authorized representative in the shape of RTGS or Electronics Transfer method, on certification of the Order Manager/Engineer-in-Charge and on compliance of contractual terms & conditions.

9. **Taxes and Duties:**

9.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to Customs duty, GST or any local taxes, levies imposed by State/Central/Local governments.

9.2 Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break up of the taxes.

9.3 The tax invoices should contain the details to comply with the GST Law. The supplier shall:

i) Furnish (electronically) and communicate to the Owner, the details of Goods or Services supplied by the 10th of the month succeeding the said tax period,
ii) Upon discovery of any discrepancy, rectify it and shall pay the tax and interest thereof,
iii) Furnish the returns (electronically), for the inward and outward supplies of Goods and/or Services, before the specified dates as per the GST Law,
iv) Communicate the tax paid, credits etc. as and when credited.
v) The Invoice should clearly state the description of the goods, quantity, sale price, tax %, and tax amount;
vi) The Invoice should be signed by an Authorized Signatory.

Bills/Invoices in the name of The Tata Power Company Ltd. with packing lists in triplicate shall be forwarded along with the equipment.

Contractor to furnish GST Registration no. in all invoices as well as Purchaser's (Tata Power's) GST no.

9.4 However the payment of tax shall be restricted to the total amount as indicated in the price schedule.

9.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for completion of Work and limited to direct invoices of the Contractor shall be to the account of Owner. The Contractor shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the Bid and the scheduled date of completion of work to claim the difference.

9.6 The Contractor shall pass on to the Owner all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits etc. or introduction of new tax rates exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of Goods or performance of obligations under the contract. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.

9.7 Any other taxes, levies and duties not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) or introduction (omission) of new taxes, levies and duties shall be deemed to be included in the Contract Price and shall be to the account of the Contractor.

9.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Owner, the Contractor will facilitate the Owner by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Owner,

9.9 The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.

9.10 All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Contractor.

9.11 Deduction at source: Recovery at source towards income tax calculated at the rate prescribed from time to time under the Income Tax Act 1961 and other relevant sections of Income Tax Act shall be made from the bills of the Contractor and the amount so recovered shall be

deposited with the Income Tax Department. Necessary TDS certificate to this effect will be issued to the Contractor in the prescribed pro-forma.

9.12 If any other taxes / duties / cess etc are to be recovered at source as per government regulations / Legislation from time to time, the same shall be recovered from the bills payable to the Contractor. Necessary receipt to this effect will be issued to the Contractor in this regard as per the applicable legislation.

10. Contract Performance Guarantees (If applicable)

The Contractor shall within 15 days of issuance of this Order/Contract furnish an unconditional irrevocable bank guarantee duly stamped, strictly as per the prescribed format of Owner from any nationalized bank or any scheduled bank having a branch in Mumbai and approved by the Owner for a sum equivalent to 10% of the Total Contract Price valid for the Contract Period and with a claim period of not less than 6 months from the completion of Contract Period. The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to Owner.

In case the Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to cancel the Contract besides other contractual remedies.

11. Price Reduction:

11.1 In case the Contractor fails to deliver the service/ Complete the work as per the agreed Completion Schedule including intermediate milestones (if applicable), the Owner shall recover from Contractor, as ascertained and agreed Liquidated Damages, and not by way of penalty, a sum equivalent to 1% of the Contract Value per week of delay. The Liquidated Damages referred above may be recovered by the Owner as set off against any amounts payable by the Owner to the Contractor or in any other manner in accordance with applicable laws.

11.2 The overall cap on liquidated damages shall be limited to 10% of the Contract Price.

12. Insurance

12.1 The Contractor agrees to indemnify and protect Owner against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order/ Contract.

12.2 The Contractor further agrees to furnish evidence of insurance showing that Contractor has and will maintain adequate insurance coverage during the life of this Contract/ order in the opinion of Owner, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Contractor with insurance requirements does not in any way affect Contractor's indemnification of Owner under Indemnification clause

13. Indemnification:

The Contractor shall indemnify, save harmless and defend the Owner and keep the Owner indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract including compliance to statutory laws of provisioned under clause 3, performance of the obligations hereunder, or any representation or misrepresentation made by the Contractor or by any third party in respect of death or bodily injury or in respect to loss or damage to any property with regard to the subject of this Contract.

14. Indemnity against IPR:

The equipment, system, drawings, and other materials that shall be supplied against the Contract will become the Owner's property. Without limitation of any liability of whatsoever nature, the Owner shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, rules & regulations by the use of or sale of any article or material supplied by the Contractor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Contractor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Contractor to the Owner under the Contract. The Indemnity shall cover any claim/action taken by a third party either directly against the Owner or any claim/action made against the Contractor & where under the Purchaser is made liable. The Indemnity shall be for losses, damages, and costs including litigation costs, attorney fees etc incurred by the Owner in relation to the Contract.

15. Free Issue Material:

Wherever contracts envisage supply of Free Issue Material (FIM) by the Owner to the contractor for fabrication/ use in service performance, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover the following risks specifically and shall be valid for six months beyond the Contract Validity date :

RISKS TO BE COVERED: Any loss or damage to the Owner's materials due to fire, theft, riot, burglary,

strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on Owner' s materials.
The amount for which insurance policy is to be furnished shall be indicated in the respective Contract.

Free Issue material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy from the Contractor. The contractor shall arrange collection of the FIM from the Owner's premises and safe transportation of the same to his premises at his risk and cost. Notwithstanding the insurance cover taken out by the Contractor as above, the Contractor shall indemnify the Owner and keep the Owner indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Owner. The contractor shall not utilize the Owner's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Owner and in which case, the Contractor shall be liable to the Owner to pay compensation to the full extent of damage/loss. The Contractor, shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The Free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The contractor shall report the discrepancies, if any, to the Owner within 5 days from the date of receipt of the material. The contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising while the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage, the Contractor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product/ completion of Service covered by this Contract. The Contractor shall also indemnify the Owner to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Owner by the insurance company.

16. Relation between parties:

The Contract shall be entered into on a principal-to-principal basis only. The Contract shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the parties. Each party shall be responsible for its own conduct. The Contractor shall ensure at all times that all the work carried out under this contract either by its own person or through any of its sub-Vendors shall be always done under its own direct supervision.

17. Safety:

Contractor shall comply with all legal and statutory provisions including all rules and regulations pertaining to Safety, Health and the Environment and will be responsible for all legal liabilities arising due to any of their acts or of their personnel.

The Contractor shall comply with the Owner's Contractor Safety Policy and Safety Terms and Conditions. Any misconduct and/ or violation with respect to the Owner's Contractor Safety Policy and Safety Terms and Conditions or any other legal and statutory provisions pertaining to Safety, Health and Environment shall be dealt with as per the Safety Terms and Conditions.

Prior to commencement of any work at site Contractor shall submit an undertaking in writing to adhere to and comply with all the provisions of Owner's Contractor Safety Code of Conduct.

The Contractor shall have a valid ISO 14001/ OHSAS certification. In absence of the same, the Contractor shall obtain the same within 6 months from the date of the Effective Date of Contract.

18. Suspension of Work

Owner may instruct Contractor at any time to suspend performance of the Work or any part thereof with a notice of 7 days for whatever reason. Provided Contractor is not in default under this Contract subject to Articles 1 and 5 inclusive, the Contractor shall be paid a mutually agreed fee, if any, necessarily incurred by Contractor as a direct consequence thereof of suspension and the Project Completion Schedule may be revised accordingly.

Without prejudice to any other rights Owner may have under this Contract or at law if Contractor is in default under this Contract, Owner may instruct Contractor to suspend performance of the Work or any part thereof by giving 7 days notice till such default has been corrected to the satisfaction of Owner. Also Liquidated Damages in accordance with Clause 11 shall continue to be applicable during such period until the default is cured. The costs incurred by the Contractor for such correction shall be to the Contractor's account, and furthermore no payment shall become due to the Contractor. Any cost incurred due to non - performance of the Contractor by the Owner shall be charged to the Contractor.

19. Change Management:

Owner shall have the right at any time to order any change in the Work in accordance with the following procedure. Contractor shall furnish to Owner upon request as soon as reasonably possible but no later

than five (5) days following the request, a written statement specifying:

(a) the increase or decrease, as the case may be, in the costs of the Work which will result from a change in the Work as requested by Owner,

(b) any effect such change in the Work may have on any other provision of this Contract originating from either parties, and

(c) such other details as Owner may require.

Any change in costs shall be reasonably related to the proportional change in the Work and any other costs incurred by Contractor. If Owner agrees to Contractor's statement Owner shall notify Contractor thereof in writing in the form of a change order, whereupon the change in the Work shall be incorporated in the Work and immediately implemented. In the event that the change relates to a reduction in Work, the work in question shall not be undertaken pending the issue of an appropriate Change Order.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the Laws of India without giving effect to any principle of conflict of law.

21. Jurisdiction

This Contract and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

22. Dispute settlement:

Dispute or differences arising out or relating to this Order shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed jointly by both the parties. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be Mumbai. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 as amended from time to time and the rules framed there under.

23. Force majeure:

23.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Contract the relative obligation of the party affected by such force majeure shall, after notice under this articles be suspended for the period during which such cause lasts. The term 'Force Majeure' as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fire, floods, and acts and regulations of the Government of India or State Government or any of the statutory agencies. Both the party shall pay to the other party, the amount payable upon the date of the occurrence of such force majeure.

23.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of the claims.

23.3 During the period, the obligations of the parties are suspended by force majeure; the contractor shall not be entitled to payment of any rate.

23.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Owner shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

24. Sub letting and Assignment

The contractor shall not, without prior consent in writing of the Owner, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

25. Limitation of Liability:

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total Contract value. This shall exclude liability arising pursuant to clause 3-Compliance to Local Laws, clause 9.10, clause 14-Indemnity against IPR, clause 13- Indemnity, clause 26 – Confidentiality, liability arising due to loss of or damage to the Free Issue Material (FIM) issued by Owner to Contractor for completion of the Work and liability arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Contractor.

26. Confidentiality:

The Contractor shall use the Confidential Information of the Owner only in furtherance of this Contract and shall not transfer or otherwise disclose the Confidential Information to any third party. The Contractor shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

27. Termination:

27.1 The Contract shall be deemed to be terminated on completion of the Contract period.

27.2 Termination of default by Contractor:
Owner may terminate the contract at any time if the Contractor fails to carry out any of his obligations under this Contract. Prior to termination, the Contractor shall be advised in writing of the causes of unsatisfactory performance to be improved upon 15 days of the receipt of notice. In case, if the Contractor fails to bring about the improvement to the satisfaction of the Owner, then the Contract shall be terminated.

27.3 Without prejudice to the rights and remedies available to Owner, Owner may terminate the Contract or part thereof with immediate effect with written notice to the Contractor if,:

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

27.3.2 The Contractor makes a general assignment for the benefit of creditors.

27.3.3 A receiver is appointed for any substantial property owned by the Contractor.

27.3.4 The Contractor is in breach of any representation or warranty made to the Owner by the Contractor.

The Contractor shall not be entitled to any further payment under the Contract if the Contract is terminated. If the order is terminated under clause 27.2 and 27.3, the Contractor shall not be entitled to any further payment, except that, if Owner completes the Work and the costs of completion are less than the Contract Price, the Owner shall pay Contractor an amount properly allocable to services fully performed by Contractor prior to termination for which payment was not made to Contractor. In case, the cost of completion of Work exceeds the Contract Price, the additional cost incurred by Owner for such completion shall be paid by the Contractor.

27.4 Owner shall be entitled to terminate the Contract at it's convenience, at any time by giving thirty (30) Days prior notice to the Contractor. Such notice of termination shall specify that termination is for Companies convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

27.4.1 cease all further work, except for such work as may be necessary and instructed by the Owner/ Owner's representative for the purpose of preserving and protecting Work already in progress and protect materials, facilities and equipment on the Work Site or in transit;

27.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;

27.4.3 handover all Documents, equipment, materials and spares relating to the portion of Work already executed by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof; and

27.4.4 handover those parts of the supplies manufactured/ work executed by the Contractor up to the date of termination.

Upon termination pursuant to clause 27.4, the Contractor shall be entitled to be paid (a) all sums properly due to the Contractor under the Contract up to the date of termination; and (b) any direct and substantiated charges already incurred or committed for cancellation of the procurement of third party goods or services which were to have been supplied by the Contractor in connection with this Contract provided that the Contractor shall use its best endeavours to minimise such charges

25.5 The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract on termination. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay (liquidated) damages for Delay nor shall entitle him to reduce the value of Performance Security.

28. Consequential Damages:

Unless otherwise specified, neither Party shall be responsible for and nor shall be liable to the other Party for indirect/consequential losses and damages suffered by such Party including for loss of use, loss of profit whether such liability or claims are based upon any negligence on the part of the other Party or its employees in connection with the performance of the Contract.

29. Environment / ISO 14001 Certification:

The Contractor to confirm whether their organization is ISO 14001 certified. If not, the Contractor must certify that the handling, use and disposal of their product / by-products conform to practices consistent with sound environmental management and local statutes. The Contractor shall ensure that all the wastes are disposed in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc which shall be disposed through MoEF approved

parties only. The Contractor shall also be responsible to collect and recycle all the e-waste generated at the end of the product life cycle at its own costs and risks as per the MoEF guidelines/ orders.

30. Non-Exclusive Agreement

This Contract is non-exclusive and Owner reserves the right to engage other contractors to perform similar or identical work. Contractor shall accord such other contractors adequate opportunity to carry out their contracts and shall accomplish the Work in co-operation with those contractors and with Owner, in accordance with such instructions as may be issued by the Owner from time to time.

31. Severability

In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court or arbitration panel of competent jurisdiction, Contractor and Owner shall negotiate an equitable adjustment to the provisions of the Contract with a view towards effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

32. Housekeeping & Removal of scrap:

The Contractor shall be responsible for keeping the areas of his work at site, neat and tidy throughout the period of his work. All excess material/ spares/ consumables taken by Contractor, as well as the scrapped items and wooden logs/ crates/ planks shall be returned, from time to time, to the Stores, and transported/ unloaded by Contractor's personnel at the place shown by Order Manager/Engineer-in charge.

The Contractor shall so arrange that all the scrap generated during the progress of his work, is separated into two categories, viz.

i) Saleable scrap like steel, copper or other metals, etc., and,

ii) Others, which have nil or negligible resale value, like insulation material, jute, debris, etc. (or as directed by the Order Manager/Engineer-in charge).

The saleable scrap shall be shifted to and unloaded at a central place as per directions of the Stores-in charge, while the other scraps shall be shifted to other locations as per directions from Order Manager/ Engineer-in Charge, or as per terms of the order.

The Contractor shall arrange to remove the scrap on regular basis, or even on daily basis, depending upon the requirement, to keep the area around his work-place neat and tidy. In case, it is observed that the Contractor is not carrying out regular cleaning of his areas of work, or, is not returning the excess materials/ scrap, etc., to the Stores, Owner reserves the right to arrange the same through other sources, and back-charge the Contractor the cost of doing so, along-with overheads, by deducting the amount from Contractor's bills.

Contractor's final bill will be cleared by Owner only after confirming that proper clearing of his areas of work has been completed by the Contractor, and same is certified by the Order Manager/ Engineer in-charge

33. Tata Code of Conduct

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available at our website: http://www.tatapower.com/aboutus/code-of-conduct.aspx. The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: cecounsellor@tatapower.com.

34. Responsible Supply Chain Management:

The Owner is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy. The Contractor is required to comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations. The Owner encourages its Vendors/ Contractors/ Business partners to pay more attention to green design, green supply, green production, green logistics and green packaging in performing their business obligations.

The Contractor is required to abide by the Tata Power Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy.

A copy of the Responsible Supply Chain Policy along with Environment policy, Energy Conservation policy, Sustainability policy, Health & Safety policy and Human Rights policy is available at website: http://www.tatapower.com/sustainability/policies.aspx.

Contractor/Bidder is required to completely fill the attached "Supplier Sustainability Questionnaire" in support of their Green Supply Chain Management initiatives and submit the same with their offer.

The Owner recognizes that diversity in the workplace positively impacts business. The Owner is committed to help people from SC/ST background either by helping them to become entrepreneurs or by engaging workforce from SC/ST community under the contracts agreed herein. To encourage engaging SC/ST community, the owner may consider on the merit to incentivize the Contractor by paying additional 1% of

the service contract portion if the number of SC/ST workforce engaged in the contract exceeds 30% of the total deployed strength and 2%, if the strength goes beyond 50%. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner may also volunteer its training resources to the extent possible to improve their employability. The Contractor shall maintain the proper documentation of such category of the workforce engaged and the owner may consider to pay the incentive after its verification.

The Owner may also consider extending price preference of 5% in the bid evaluation for an order value up to Rs.50 Lacs, provided the company is owned by a person from SC/ST community having minimum 50% holding in the company.

35. Vendor rating:

You are requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Your performance with respect to the said factors will be taken into consideration for future business.

36. Vendor Feedback:

34.1 In this dealing Vendors feedback is important for the purchaser to improve its processes. If Contractor have to report any grievance, problem or require any clarification, information, Contractor is requested to contact purchaser at email ID: CC_CUSTOMERFEEDBACK@tatapower.com

34.2 Contractor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Contractor performance with respect to the said factors will be taken into consideration for future business.

37. Non-Waiver:

Failure of Owner or its representatives to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any right or remedies herein or by law accruing, or failure to promptly notify the Contractor in the event of breach or the acceptance of or the payment of any Material(s) hereunder or approval of any design or Material(s) shall not release the Contractor and shall not be deemed a waiver of any right of Owner to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted not shall any purported oral modification or revisions of the Contract by Owner or its representative(s) act as waiver of the terms hereof.

General Terms and Conditions – Addendum for Open Tender

1. The information contained in this Tender Document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of The Tata Power Company Limited herein referred to as Tata Power, or any of its employees, is provided to Bidder on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

2. Tata Power also does not accept any liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

3. Tata Power, and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Enquiry and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.

4. Tata Power may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.

5. Though adequate care taken while issuing this Tender Document, Bidder should satisfy himself for completeness of the document in all respects. Intimation of any discrepancy should be given to Tata Power Concerned Person immediately. If no intimation received by this office within 3 days from the date of issue of the Tender Document, then Tata Power shall consider that the document received by the Bidder is complete and to the satisfaction of the Bidder in all respects.

6. Tata Power reserves the right to change any or all of the provisions of this Tender Document before date of submission. Such changes, if any, would be intimated to Authorized Person of Interested Bidder through E-Tender System only.

7. The issue of this Tender Document does not imply that Tata Power is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Contract and Tata Power reserves the right to reject all or any of the Proposals without assigning any reasons and or making any correspondence on this account whatsoever.

8. Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Tata Power

or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Tata Power shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Any Bidder wishing to undertake site visits for familiarization with site conditions, may do so. All costs towards site visits, conference and submission of documents shall be borne by the Bidder themselves.

9. No claim shall be entertained on account of disruption of internet services being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.

10. The decision of Tata Power Management regarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the Bidders.

11. Tata Power reserves the right to extend the date of uploads/opening of tenders without assigning any reason thereof, and also reserves the right to distribute the work among more than one bidder.

12. Tata Power reserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to award of Offer, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Tata Power decision.

13. Tata Power reserves the right to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action.

14. The authority for the acceptance of the tender will rest with the Tata Power. It shall be obligatory on the said authority to accept the most suitable bid or any other bid and no Bidder shall demand neither any explanation for the cause of rejection of his / their tender nor Tata Power undertake to assign reasons for declining to consider or reject any particular tender or tenders.

15. Local Conditions: It will be imperative on each Bidder to fully acquaint himself with all the local conditions and *factors* which would have any effect on the performance of the contract. Tata Power shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, of time schedule of completion of work on account of any local conditions or factor shall be entertained after the offer is accepted by Tata Power.

16. The intending bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of

the works are taken into account and that rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of Tata Power.

17. Bidder who is Black listed / Banned / Debarred as on originally scheduled date of this bid opening or whose Agreement / Work order has been terminated on account of performance, or a bidder against whom there is adverse report about its performance under an existing contract or a bidders performance security has been forfeited by any company/organization for non-performance at any time shall not be eligible, within 5 (five) years of originally scheduled date of this bid opening by any State / Central Govt. / Govt. Undertaking / Public sector Undertaking in India for similar type of work, will not be eligible for participating in this tender.

18. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.

19. Conditional and incomplete tenders shall not be accepted. Bid must be in conformity with schedules / formats of this tender.

20. At any stage if it is found that bidder

    a. have submitted false document for the purpose of qualifying in the tender or non-execution of project as per contract,
    b. Have not provided relevant details (for example litigation history etc)

    action as per Law will be taken and the pending payment, Bank Guarantee, EMD, Security amount of the bidder will be forfeited by Tata Power at any stage of execution. Also Bidder will be Blacklisted for future Tenders by Tata Power.

21. Issuance of Tender document does not construe that Bidder will be qualified for award of work.

22. Tata Power reserves the right to verify all statements, information and documents, Submitted by the Bidder in response to Tender Document. Any such verification or the lack of such verification by Tata Power to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Tata Power there under.

--- XXX ---

Appendix 3:
Safety Terms and Conditions

Reason for Change	Date of Last Revision	Prepared By	Reviewed By	Approved by
1.Simplify the procedure 2.Addition of capability building 3.Removal of CFSA 4. Addition of Environment KPI 5.Retention amount is based on Risk involved in Job	11 May 2015 -R1 10 January 2022 -R4	Rajesh Sharma *(Head-Safety Generation)*	Monish Kumar (Chief Corporate Contracts)	Suresh H Khetwani (*Chief safety and Environment*) 14/01/2022

1 Definitions

1.1. **Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.

1.2. **Site Safety Management Plan**: It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirement and will be signed by the contractor.

1.3. **Contractor**: An individual or a company that provides services to Tata Power under a signed contract.

1.4. **Emergency:** a serious, unexpected, or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency*, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation. It must be approved by MB level and above.

1.5. **Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for turbine overhaul, expert for boiler overhaul, expert for pump and motor, expert for compressor overhaul.

1.6. ***CEO/Chief/Head of division/Unit/Utility*:** Business in charge of the division who is overall custodian of the generating station or transmission division or distribution division.

1.7. **Category A Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct document. Any vendor wants to registration under Category -A shall have ISO 45001/OHSAS 18001 Certification from accredited agency recognised by Tata Power .

1.8. **Category B Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium /low risk. Vendors must fulfil the requirement specified for Category B in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct document. Any Vendor/Contractor wants to registrar under Category-B shall have ISO 9001 Certification from accreditation agency recognised by Tata Power.

1.9. **Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct

document. Any Vendor/Contractor wants to registrar under Category-C shall have ISO 9001 Certification from accreditation agency recognised by Tata Power.

1.10. **Category D Vendor:** Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g., motor rewinding at vendor's own shop floor etc.) are classified as Category D Vendor

1.11. **High/Very High-Risk Jobs** A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 15 of this document.

1.12. **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.

1.13. **Low/*Very low* Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager, calculate it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.

1.14. **Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as Long duration job

1.15. **High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job.

2 Health and Safety Policy

TATA

HEALTH AND SAFETY POLICY

Tata Power is committed to provide safe and healthy working environment for the prevention of work related injuries and ill-health. Safety is one of our core values. We strive to be a leader in safety excellence in the global power and energy business. In pursuit of this, we are committed to the following:

- **Maintain and continually improve our management systems to eliminate hazards and reduce health & safety risks to all our stakeholders.**
- **Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.**
- **Comply and endeavour to exceed all applicable health & safety legal and other requirements**
- **Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.**
- **Involve our employees and business associates in maintaining a safe and healthy work environment through consultation and participation**
- **Inculcate safety culture by visible leadership and empowerment.**
- **Ensure required competency to enable our employees and business associates for working safely.**
- **Promptly report incidents, investigate, share crucial learnings and prevent recurrences.**
- **Influence our business associates in enhancing their health and safety standards and align with Tata Power's health & safety codes and practices.**
- **Set safety & health metrics as indicators of excellence, monitor progress and continually improve health and safety performance.**

We shall ensure the availability of appropriate resources at all times to fully implement and communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

(Praveer Sinha)
CEO & Managing Director

Date: 11th March, 2019

TATA POWER

Lighting up Lives!

3. Safety Organization & Responsibilities

3.1 Contractor Site Management and Supervision

Each Contractor will be responsible for fulfilling all statutory and safety requirements as per the laws of the land and not limited to Factory Act, Electricity Act, Electricity Rules and Regulations, Shop and Establishment Act etc.

Each Contractor shall provide at least one competent full-time safety supervisor for workforce of every 50 workers or less than that. When workforce ranges to 500, the contractor must provide at least one qualified safety officer. Thus, for work force of 500 workers there will be one qualified safety officer and 10 safety supervisors. For every 500 addition in workforce, the contractor must add 1 safety officer and 10 safety supervisors. The Tata Power Project Safety Manager will review and approve the appointment of all safety officers and supervisors. Contractor/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for the safety of their own workforce as well as workforce of sub-contractors. He should also ensure that all equipment, materials, tools and procedures remain in safety compliance at job site, including:

3.1.1 Holding officer/supervisors accountable for safety and actively promote safe work performance.
3.1.2 Participate in and cooperate with all safety program requirements to be implemented in order to meet Tata Power safety objectives.
3.1.3 Ensure timely reporting of safety incidents, near misses, unsafe acts and conditions.
3.1.4 Identify the training needs of its employees and maintain all safety training documents.
3.1.5 Provide safety performance report at an agreed frequency.
3.1.6 Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.
3.1.7 Perform daily toolbox talk for all the jobs
3.1.8 Ensure only tested and certified tools and equipment is issued to workers.

3.2 Contractor Supervisors and General Staff

Contractors' site supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, cost and scheduling, etc. are responsible for the safe performance of the work of those they supervise. They must set an example for their fellow employees by being familiar with applicable sections of the Site Safety program and ensuring that all site activities are performed with SAFETY as the primary objective.

Each site supervisor is responsible and will be held accountable for identifying, analyzing and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program. Each supervisor will proactively participate in the SHE programs by observing, correcting, and recording unsafe acts and conations at plant / sites.

3.3 Contractor Workforce

Site Safety Officer/Safety Supervisor / Safety Coordinator shall be interviewed by the order manager/ safety head of the division and then gate passes shall be issued.

All the contractor employees shall attend "SHE L0 or L1 Foundation Course in Safety". Depending on the critical procedure in job employees shall also be required to attend "SHE L2 course of critical/high risk operations". All Supervisors shall be required to attend "SHE L3 Supervisory Training". All the above trainings will be conducted by TPSDI or other equivalent institute approved by Tata Power.

Contractor employees shall be required to attend any other additional training if suggested by Order Manger or Site Safety Head.

Contractor / Vendor shall mobilize their manpower well in advance to complete the training through TPSDI.

Welder/electricians/fitters/radiographer/rigger mobilized by the Contractor shall have valid competency certificate issued by the authorized agency / institute.

Contractor workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment. They must take an active part in the Plant /Site's Safety program.

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol.
All employees shall report hazardous conditions, practices and behaviors in their work areas and correct wherever possible.

Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and reporting of unsafe practices, Unsafe conditions incidents and injuries to their supervisors.

3.4 Vendor/Contractor/sub-contractor

Vendors/Contractor shall always comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable provisions of the Tata Power Site Safety Management Plan and all statutory safety rules and regulations.
After receiving the work order/ purchase order vendor/contractor/bidder shall not appoint Sub-contractor without safety assessment of the sub-contractor through safety concurrence group Under Contractor Safety Code of Conduct. Penalty of 5% of contract value will be applicable to the contractor if subcontractor is appointed without the permission of SCG and without evaluation through CSCC process.

4 Site Safety Rules and Procedures:

The work in the safest possible manner can only happen when it has been carefully planned and all applicable procedures are followed. The Tata Power Safety Procedures are derived from Tata Power best practices and the applicable Government acts regulations. In each case, the most stringent regulation is used.

4.1 Requirement of Tools and Tackles

- Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.
- Vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Rule for all Lifting Tools and Tackles (like Hoist, D Shackles, chain Block, wire ropes etc.).
- All Electrical Hand Tools must be tested for leakage of current by a person /agency authorized by Tata Power. Electrical power must be taken though RCCB of 30mA. Electrical hand tools should not have cord more than 3 meters in length. If power source is at more than 3 meters, extension boards with RCCB of 30 mA and ON/OFF switch, shall be used.
- Removal or inclusion of tools any new tool /tackles / machinery / equipment at site should only be done with concurrence of the order Manager / Head Officer.

4.2 Critical safety Rules and Procedures

Following is the list of Tata Power's critical Safety Rules and Procedures. Contractor shall refer to approved Rules and Procedures for detailed requirements and ensure conformance.

4.2.1 Lock Out and Tag Out Procedure

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on equipment / pipeline / vessel / process systems. This is a general procedure that shall be used as the minimum requirements for isolation of equipment, pipelines, machines, system from all possible sources of hazardous energy and / or material such as Steam, Hot Water, Compressed Air, any other process fluid / chemical energy /Mechanical energy or Electrical energy. For complete procedure kindly refer Procedure Document No. TPSMS/CSP/LOTO/001 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com / sustainability / safety-documents.aspx)

4.2.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/CSP/EXS/002 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.4 Working at Height Procedure

This procedure describes the rules and procedures to protect employees from the hazards of working at heights.
This procedure is developed to cover the safe practices required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (Link: https://www.tatapower.com / sustainability / safety-documents.aspx)

4.2.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another including lifting and erection or repairing of equipment with cranes or hoists. Material, machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which make the job safer and faster. This procedure addresses the hazards and precautions associated with such equipment and their use. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/HEMS/005 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.6 Mobile Crane Safety Procedure

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose a severe hazard to operators and nearby workers and property. Many types of cranes, hoists, and rigging devices are used for lifting and moving materials. To maintain safe, appropriate standards must be adhered to and only qualified and licensed

individuals shall operate these devices. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/MCS/006 REV 01. available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.7 Scaffold Safety Procedure

This procedure is developed to provide information on the safe erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for practices to protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/SCAF/007 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidance for identifying and controlling hazards to ensure 'Zero Harm' regarding operation maintenance and testing of electrical equipment. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/ELEC/010 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.9 Job Safety Analysis (JSA) Procedure

This objective of this procedure is to have a task-based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No-TPSMS/CSP/JSA/009 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.10 Fire Safety Management Procedure

Objective of This standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire related incidents and managing / controlling their impacts if they do occur. For complete procedure kindly refer Procedure Document No (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.11 Permit to Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and installations are critical. Work Permit (WP) System is an essential element in controlling the workplace risks in an effective manner.

For complete procedure kindly refer Procedure Document No –TPSMS/CSP/PTW/008 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.12 Lift (Elevator) Safety Procedure

To provide safe operating procedure for taking control of lift car before entering and existing the pit of OTIS make elevators. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/LIFT/001 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/002 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and / or safe disposal of used / waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No-TPSMS/GSP/HAZM/003 REV 01
available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx)

4.2.15 Material Handling and Storage Procedure:

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – TPSMS/GSP/MATL/004 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: https://www.tatapower.com/sustainability/safety-documents.aspx).

4.2.16 Contractor Safety Management Procedure

The purpose of this document is to engage with contractors in a way to create safe work environment for everyone working for Tata Power. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CSM/015 REV 01 available on official website of Tata Power (www.tatapower.com)

The above procedures will be updated time to time and the updated version of the procedures as well as any additional critical procedure will be available on official website of Tata Power (www.tatapower.com) for your reference.

4.3 Other Conditions:

- No Supervision No work policy should strictly be followed.
- HIRA /JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.
- Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.
- All relevant PPE shall be provided by the vendor while working at the site.
- Housekeeping shall be maintained all the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Old/damaged parts if taken out of the system shall be kept at identified placed and it shall be shifted to scrap yard or disposed of as per instruction of order manager.
- Site Safety Plan shall be prepared by successful bidder along with order manger. Appendix 1 to be filled by successful bidder and submitted to Tata Power safety in-charge, before mobilization of team at site and start of the work.

5 Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Safety Manager will audit contractors training and related documentation to assure its adequacy.

5.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractor workforce is required to attend Tata Power Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.

This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to following:

1. Job rules, personal safety, and conduct
2. Hazard's reporting
3. Reporting of injuries
4. Emergency procedures
5. Safety Activities and Program including disciplinary measure and incentives.
6. Critical safety procedure relevant to the job

5.2 Capability Building

5.2.1 ***Capability Building.*** Appropriate training such as SHE L0, L1, L2 and L3 shall be completed by job- holder, either supervisor or worker, to do his/her job safely. The skill training is provided through TPSDI and other agencies authorized by Tata Power on the list critical Safety procedures given from 4.2.1 to 4.2.14. Duration of training will be as

specified by Tata Power. These trainings are on chargeable basis and rates are decided by TPSDI and Tata Power from time to time. Contractor shall ensure that concerned workmen are provided with adequate training before he / she can execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meets the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen must reappear for 1 day refresher training and assessment.

5.2.2 If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in Tata Power.

5.2.3 Recognition to the Prior Learning (RPL) in Safety: If "Order Manger" recommends and "Head of the Safety Department of division" is satisfied with the safety knowledge and competency of the employee of contractor a test (RPL) may be conducted by TPSDI / other recognised institute to assess the prior learning in safety. If employees of the contractors will pass in such test, he will be exempted from appearing in SHE L1 training.

5.2.4 Quarterly Revalidation Test: After every three months, "SHE L1 Revalidation test" will be conducted for the contractor's employees to revalidate their safety awareness and knowledge.

5.2.5 Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforce, going to be deployed at site / plant for high-Risk job.

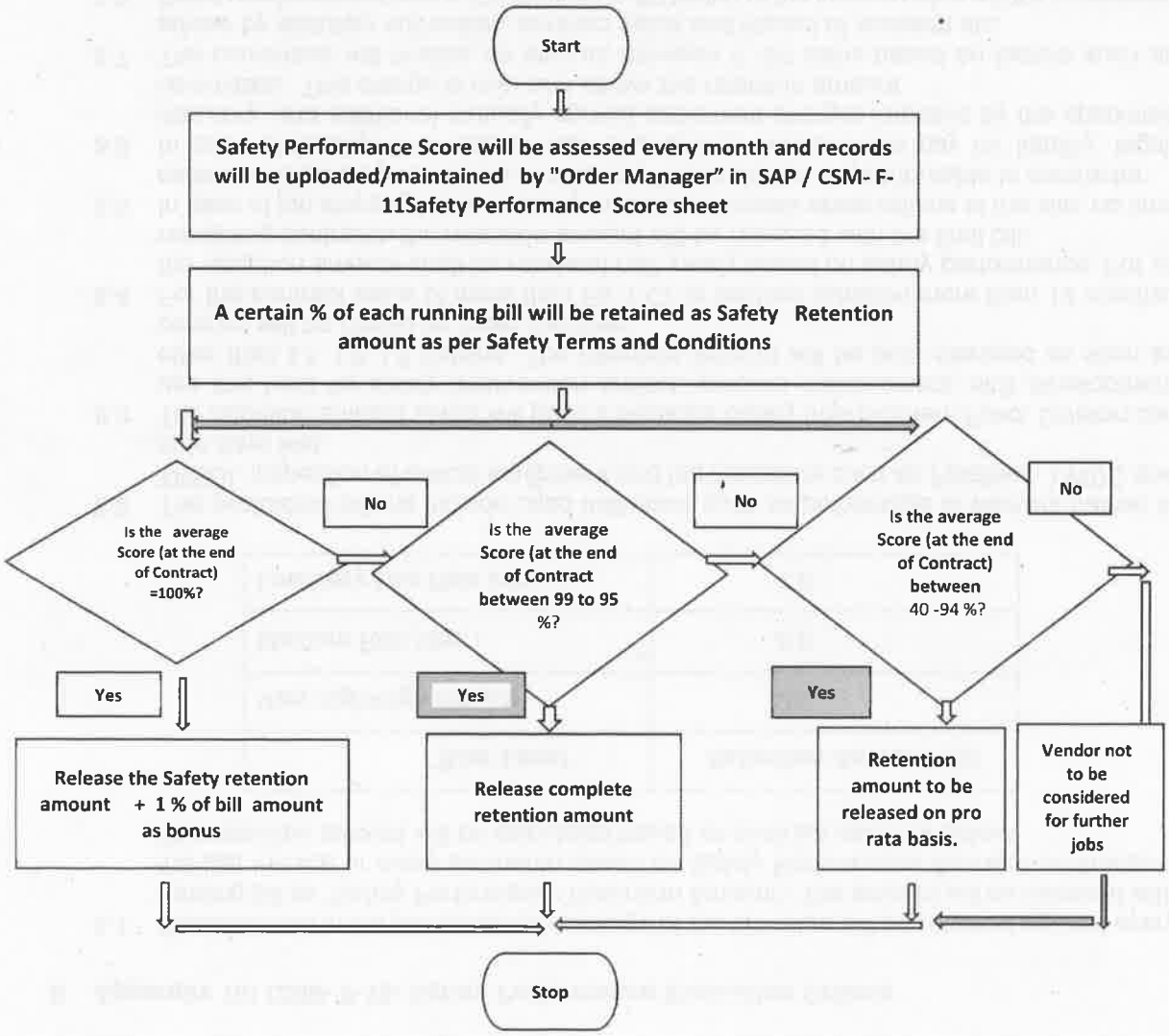
6 Pre-Employment and Periodic Medical check up

Contractor shall arrange to conduct a pre-employment and periodic medical check-up for its entire workforce by Tata Power medical officer or Tata Power authorized medical officer. The contractor shall be able to produce the certificate prior to the employment. The contractor shall also organize to conduct periodical medical checkup (six monthly) for the following category of employees:

- Drivers (Check for Vision & Hearing)
- HEM Equipment Operators (Check for Vision & Hearing)
- Workforce working at Height (Check for Vision, Hearing, Vertigo & Height Phobia)
- Workforce Handling the hazardous substances - Coal, ash and chemicals (Chest X-ray and Lung Function T)
- Workforce in high Noise area (> 90 Decibel), Check for Hearing
- Workforce handling radiography equipment for conducting NDT.
- Workforce, working in specific areas requiring specific medical attention should conduct the medical test as laid down in the respective Site Safety Management Plan.

7 Safety Performance Evaluation and Penalties:

During job execution, regular site inspection will be carried out by the Tata Power officials. Safety violations will be dealt as per CSM–F4 Safety Violation Penalty Criteria. Apart from the above, "Monthly Safety Performance" of the contractor will be evaluated based on the predetermined criteria as per CSM-F11. Safety Performance Score and monthly score will be maintained un-SAP by the Order Manager. Certain percentage of each running bill will be retained as Safety Retention amount and will be released on the basis of Safety Performance Score at certain intervals as defined in CSM- F-3- Safety Performance Evaluation Criteria. Please refer Appendix 10: Process Flow Chart for Safety Performance Evaluation. Percentage of retention amount is also given below:



8 Appendix 10: CSM- F-10- Safety Performance Evaluation Criteria

8.1 Based on risk in the job certain percentage of the bill value will be retained against every running bill as "Safety Performance Retention Amount". The amount will be released with the last invoice or every six-month based on Safety Performance Score of contractors. The retention amount will be calculated based on contract value as below:

Risk Level	***Retention Amount (%)***
Very high/High risk job	*2.5*
Medium Risk jobs	*2.0*
Low/Very Low Risk jobs	*1.0*

8.2 The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment and lag indicators such as Fatalities, LWDC and man days lost.

8.3 The retention amount saved will go to a separate Safety Improvement Fund. Division can use this fund for safety intervention project, process improvement, skill development other than L1, L2, L3 training. The retention amount will be auto released as soon as contract will be closed by order manager.

8.4 For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.

8.5 In case of job stoppage due to safety violations / unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.

8.6 In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.

8.7 The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.

8.8 Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score 100%.

8.9 During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith and apply the Consequence management policy as applicable.

8.10 Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

9 Appendix 11: CSM- F-11 Safety Performance Score

Sr. No.	Parameter	Unit of Measurement	Target	Weight age	Actual Performance	Actual Score
Lead Indicator						
1	% of Employee certified in TPSDI/Authorized agency	Number	100%	20		
2	Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site *by contractor*	Number	80%	15		
3	Condition of critical tools, tackles and equipment *to be checked by order manager*	Number	100%	10		
4	*Safe (designated way) Disposal of Waste generated*	-		*10*		
5	*Records of waste (Hazardous Waste – Oily cotton waste – E- waste etc.) generation*					
6	*No Effluents to drain*					
7	*No effluents/discharges to ground*					
Lag Indicator						
1	Number of Fatalities	No	0	*15*		
2	Number of Lost workday case (LWDC) (reportable)	No	0	10		
3	*Numbers of total reportable cases*	*No*	*0*	*10*		
4	Man-days Lost	Man-days	0	10		
					Final Score	
					Invoice Value	
					Amount to be released	

10 Revised Penalty Chart for Safety Violations (Unsafe Acts and Unsafe Conditions)

Penalty shall be imposed on the contractors under the following circumstances for breaching the contractual agreements:

Sr No	Description of violation	Severit Index	Penalty
1.	Working without Permit	5	5000/-
2.	Untrained (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthling of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/
9.	Violation of Positive Isolation Procedure (LOTO Not followed)	5	5000/
10.	ELCB of more than 30 mA/ELCB not working	5	5000/
11.	On/Off switch of welding m/c not working	5	5000/
12.	Electric cable tied with metal wire	5	5000/
13.	Leakage found DA hose / cylinder	5	5000/
14.	Use of LPG	5	5000/
15.	Use of IC engine-based Three-wheeler at the work site.	5	5000/
16.	Starting the job without Toolbox Talk	5	5000/
17.	Spatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/
18.	No safety latch in crane hook	5	5000/
19.	Load raised or swung over people or occupied areas of buildings	5	5000/
20.	Persons standing in swing area of construction equipment.	5	5000/
21.	Using damaged slings.	5	5000/
22.	Unstable scaffolding/nonstandard Scaffolding in use	5	5000/
23.	Handrails and mid-rails are missing	5	5000/
24.	Safety Harness not anchored with lifeline/fixed structure	5	5000/
25.	Fall arrestor not provided/ Not being used.	5	5000/
26.	Double lifeline not used for working at height	5	5000/
27.	No rubber mat in Electrical Distribution (DB) room	4	2000/-
28.	Water found accumulated in Electrical Distribution room/near welding machine.	4	2000/
29.	Inserting electric cables into socket, without using plug.	4	2000/
30.	Use of damaged electrical cable/two core cables.	4	2000/
31.	Inflammable material found in Distribution Room / welding areas.	4	2000/
32.	Loose material falling into excavated pit	4	2000/
33.	Water logging into excavated pit /trenches	4	2000/
34.	No / inadequate Barricade	4	2000/
35.	Undercut / cave-in found on sides of excavated pits	4	2000/
36.	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	2000/

37.	The HMV/Mobile Crane operator does not have a valid HMV driving license.	4	2000/
38.	The loading area is not leveled properly.	4	2000/
39.	Ladder not anchored at top	4	2000/
40.	Opening found in working platform of scaffolding/floor	4	2000/
41.	Inadequate illumination at the working area	4	2000/
42.	Loose material lying on Gantry, platform	4	2000/
43.	Cleaning with Compressed Air.	3	500/-
44.	Gas Cylinders using without cap.	3	500/
45.	Gas Cylinders stored without securing	3	500/
46.	Bringing inside any other chemicals, apart from approved by Safety dept.	3	500/
47.	Using drum for sitting or accessing height.	3	500/
48.	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	500/
49.	No provision of Safety net where falling materials or tools may occurs	3	500/
50.	Taking electrical supply from non-designated outlet (other than socket).	3	500/
51.	Restricted gangways due to unwanted materials.	3	500/
52.	Not reporting incident.	3	500/
53.	Entering into restricted area like switch yard/ hazardous storage	3	500/
54.	Work without supervision	3	500/
55.	Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passenger cars.	3	500/
56.	Heavy Vehicle without helper or co-driver.	3	500/
57.	Not wearing florescent safety jacket at site.	3	500/
58.	People travelling in load body of vehicle.	3	500/
59.	Parking of vehicles at non designated area.	3	500/
60.	Shifting heavy materials without guide ropes.	3	500/
61.	Using other than 24V lamp inside the confined space/Use of other than 24V lamps.	3	500/
62.	Angular loading/ lifting with Crane or hoist.	3	500/
63.	By passing the limit switch/ Safety Interlock.	3	500/
64.	Housekeeping activities on road without proper barricade.	3	500/
65.	Trying to board or alit from running vehicle.	3	500/
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/
67.	Flash-back arrester not used.	3	500/
68.	Hand Trolley wheel found damaged.	3	500/
69.	Guy ropes of required length on both sides of object are not used during movement with load.	3	5/ 00/
70.	Scotch block/wedge not provided, when the vehicle is parked.	3	500/

71.	Suitable Trolley not provided to hold the cylinders.	3	500/
72.	Locked First Aid box	3	500/
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/
74.	Person found jumping barricading tape	3	500/
75.	Stacking of pipes, pile casing, drums without chock blocks/wedges	3	500/
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (e.g. Go down / Warehouse / Store of flammable material etc. / Area prone to dust explosion)	5	1000/-
84.	Sleeping at Workplace	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Nonfunctional Head light/ taillight and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-

102.	• Third Time	5	5000/-
103.	Serious Violation of House Keeping (after 1st or 2nd warning to be decided by Project Manager depending on the severity)	5	Rs.10000/- and above
104.	Repeat Violation of same nature	5	5 X Penalty for Violation
105.	Appointment of subcontractor without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of Contract Value

Safety Bid Document

Safety PQR Requirement

If the job is ''High Risk " or “High Value " or " Long duration” then Tata Power Corporate Contracts Department will attach following documents along with the Request for Quotation (RFQ):

1) Tata Power Safety Terms and Conditions (attached Separately)
2) Tata Power CSM- F7-Safety Competency Form
3) Tata Power CSM-F8-PPE Requirements

If the job is not coming under "High Risk /High value /Long duration” than the RFQ will be contain only "Tata Power Safety Terms and Conditions"

CSM-F7-Safety Competency Form

Name of the Vendor/Bidder :-

Name of the Sub Vendor **(If job is given to Sub Vendor)** **:-**

Description of the Job :-

Request for Quotation (RFQ) No. :-

Vendor/Bidder to mandatorily provide the below safety competency related information.

1. **Proposed Manpower Deployment Schedule** :-

Category of Manpower Deployed	Minimum Qualification & Experience	Proposed Numbers against each category month-wise			
		Month 1	Month 2	…	Month n
Project Manager					
Site-In-Charge (Site Manager)					
Shift-in-Charge					
Safety Officers					
Supervisors					
Technicians					
a……					
b……					
Highly Skilled Workmen					
a……					
b……					
Skilled Workmen					
Semi-Skilled Workmen					
Unskilled Workmen					
Total Manpower					

Instructions to Bidder to fill:

1. Bidder to provide the overall site manpower deployment schedule as above.
2. Bidder to indicate (through colour code mentioned below) their direct and sub-contracted employees

Direct bidder employee
Partly Direct / Partly sub-contracted
Sub-Contracted

3. Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
4. Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
5. Columns can be extended to the actual duration of Site activities.
6. Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

2. List of Tools ,Tackles & Equipments :-

Bidder/Vendor to provide the list of tools, tackles, equipments to be used during the job/ project execution. Bidder/Vendor to ensure that all the lifting tools and tackles, pressure vessels are duly certified by the competent person authorised by the Chief Inspector of Factories of the respective state prior to start of the job

Sr. No.	Description of Tools / Tackles	Capacity / Rating	Quantity	Make	Remarks
1					
2					
3					
4					
5					
6					
7					
...					

3. Safety Records:

Bidder to provide the details of fatalities and lost work day cases (LWDC) which may happened during the last three years (data to be provided for the last completed year and preceding 2 years).

Description	Safety Data for Last 3 Years		
	Year 1	Year 2	Year 3
	20__ - __	20__ - __	20__ - __
Fatalities (Nos.)			
Lost Work Day Cases (Nos.)			

In case of no fatalities, LWDC during any year, the form may be filled stating NIL against the respective year. Bidders are encouraged to also submit the RCA / incident investigation reports and the learning's implemented out of the above reported incidents

4. Job Safety Plan/ Method Statement:

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the contractor at Site. Bidder to also list down all high risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high risk activities involved in the site work.

5. Accreditations:

Sr.	Certification	Yes / No	If Yes, Year of Certification	If No, Planned date for Certification
1.	ISO 9001			
2.	ISO 14001			
3.	OSHAS 18001			
4.	Any other (please specify…….)			
Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.				

CSM-F8-PPE Requirements

The Bidder/Vendor shall ensure that the following PPE of Approved standards shall be available at all time and shall be used by his employees with no exception whatsoever.

1	All contractor's employees at site	Safety Florescent Jacket (orange colour), Safety helmet & safety shoes with steel toe cap
2	Workers mixing asphalt , cement , lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.
3	Welders / Grinders	Welding screen/goggles , safety shoes, leather hand gloves, aprons , leg guard
4	Stone breaker	Protective goggle, hearing protection, anti vibration hand gloves and Protective clothing.
5	Electricians	Rubber hand gloves & Electrical resistant shoes.
6	Workers engaged in insulation using glass wool etc.	Respiratory mask & leather Hand gloves, goggles.
7	Workers engaged in coal handling plant, ash handling plant and working in high dust area.	Dust mask, Hand gloves, protective goggles.
8	Workers working at a height of 1.8 Meter or above.	Double lanyard full body harness, Fall arrestor and safety net made of reinforced nylon fiber ropes firmly supported with steel structures

• PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used.

HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER

Lighting up Lives!

CORPORATE ENVIRONMENT POLICY

Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability

Date: 15th June, 2018

(Praveer Sinha)
CEO & Managing Director

TATA POWER
Lighting up Lives!

CORPORATE SUSTAINABILITY POLICY

At Tata Power, our Sustainability Policy integrates economic progress, social responsibility and environmental concerns with the objective of improving quality of life. We believe in integrating our business values and operations to meet the expectations of our customers, employees, partners, investors, communities and public at large

- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the customers and adhere to our promised standards of service delivery
- We will respect the universal declaration of human rights, International Labour Organization's fundamental conventions on core labour standards and operate as an equal opportunities employer
- We shall encourage and support our partners to adopt responsible business policies, Business Ethics and our Code of Conduct Standards
- We will continue to serve our communities:
    - By implementing sustainable Community Development Programmes including through public/private partnerships in and around our area of operations
    - By constantly protecting ecology, maintaining and renewing bio-diversity and wherever necessary conserving and protecting wild life, particularly endangered species
    - By encouraging our employees to serve communities by volunteering and by sharing their skills and expertise
    - By striving to deploy sustainable technologies and processes in all our operations and use scarce natural resources efficiently in our facilities
    - We will also help communities that are affected by natural calamities or untoward incidence, or that are physically challenged in line with the Tata Group's efforts

The management will commit all the necessary resources required to meet the goals of Corporate Sustainability.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!

TATA CODE OF CONDUCT 2015

LEADERSHIP THAT INSPIRES

For over 100 years, the Tata group has been led by visionaries who have stayed true to the vision of the founder, Jamsetji Tata.
A vision that placed the greater good of society at par with business growth.
A vision that put into practice pioneering social initiatives that changed the way responsible business was run.
And a vision that brought into the group a strong social conscience.

We do not claim to be more unselfish, more generous or more philanthropic than other people. But we think we started on sound and straightforward business principles, considering the interests of the shareholders our own, and the health and welfare of the employees, the sure foundation of our success.

Jamsetji Tata
Founder of the Tata group
Chairman (1868 – 1904)

CONTENTS

Foreword 3

A Our values 4

B Scope and purpose of this Code 5

C Our core principles 7

D Our employees 9

E Our customers 18

F Our communities and the environment 21

G Our value-chain partners 23

H Our financial stakeholders 25

I Governments 27

J Our group companies 29

Raising concerns 30

Accountability 31

Acknowledgement sheet 33

FOREWORD

Tata companies have consistently adhered to the values and ideals articulated by the Founder for over 150 years. The Tata Code of Conduct was first formalized by Mr Ratan Tata. It articulates the Group's values and ideals that guide and govern the conduct of our companies as well as our colleagues in all matters relating to business. Today, the Code is a bedrock on which we base our individual, as well as leadership commitments to core Tata values.

The Tata Code of Conduct outlines our commitment to each of our stakeholders, including the communities in which we operate, and is our guiding light when we are sometimes faced with business dilemmas that leave us at ethical crossroads. The Code is also dynamic in that it has been periodically refreshed in order to remain contemporary and contextual to the changes in law and regulations. However it remains unaltered at its core.

Our stellar reputation and success as a business entity has been defined by the powerful commitment and adherence to the core values and principles expressed in this Code, by all our employees, directors and partners. I trust every Tata colleague and Tata company will continue to not only comply with the laws and regulations that govern our business interests around the world, but will continue to set new standards of ethical conduct that will generate deep respect and inspire emulation by others.

N. Chandrasekaran
21st February, 2017

A. OUR VALUES

TATA has always been values-driven. The five core values that underpin the way we conduct our business activities are:

INTEGRITY

We will be fair, honest, transparent and ethical in our conduct; everything we do must stand the test of public scrutiny.

UNITY

We will invest in our people and partners, enable continuous learning, and build caring and collaborative relationships based on trust and mutual respect.

RESPONSIBILITY

We will integrate environmental and social principles in our businesses, ensuring that what comes from the people goes back to the people many times over.

PIONEERING

We will be bold and agile, courageously taking on challenges, using deep customer insight to develop innovative solutions.

EXCELLENCE

We will be passionate about achieving the highest standards of quality, always promoting meritocracy.

These universal values serve as the foundation for the Tata Code of Conduct. They find expression within the value system of every Tata company.

B. SCOPE AND PURPOSE OF THIS CODE

1. This Code sets out how we behave with:
   - our employees, or those who work with us;
   - our customers;
   - the communities and the environment in which we operate;
   - our value-chain partners, including suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents;
   - our joint-venture partners or other business associates;
   - our financial stakeholders;
   - the governments of the countries in which we operate; and
   - our group companies.
2. In this Code, "we or us" means our company, our executive directors, officers, employees and those who work with us, as the context may require.
3. The term "our group companies" in this Code typically means companies Tata Sons intends for this Code to apply to, and / or to whom Tata Sons has issued this Code.
4. This Code sets out our expectations of all those who work with us. We also expect those who deal with us to be aware that this Code underpins everything we do, and in order to work with us they need to act in a manner consistent with it.

REMEMBER...

It is our commitment to protect our reputation and our brand equity by adhering to the values and principles set out in this Code. By doing so, we strengthen our unique culture and identity.

OUR CORE PRINCIPLES

The Tata philosophy of management has always been, and is today more than ever, that corporate enterprises must be managed not merely in the interests of their owners, but equally in those of their employees, of the consumers of their products, of the local community and finally of the country as a whole.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

C. OUR CORE PRINCIPLES

1. We are committed to operating our businesses conforming to the highest moral and ethical standards. We do not tolerate bribery or corruption in any form. This commitment underpins everything that we do.
2. We are committed to good corporate citizenship. We treat social development activities which benefit the communities in which we operate as an integral part of our business plan.
3. We seek to contribute to the economic development of the communities of the countries and regions we operate in, while respecting their culture, norms and heritage. We seek to avoid any project or activity that is detrimental to the wider interests of the communities in which we operate.
4. We shall not compromise safety in the pursuit of commercial advantage. We shall strive to provide a safe, healthy and clean working environment for our employees and all those who work with us.
5. When representing our company, we shall act with professionalism, honesty and integrity, and conform to the highest moral and ethical standards. In the countries we operate in, we shall exhibit culturally appropriate behaviour. Our conduct shall be fair and transparent and be perceived as fair and transparent by third parties.
6. We shall respect the human rights and dignity of all our stakeholders.
7. We shall strive to balance the interests of our stakeholders, treating each of them fairly and avoiding unfair discrimination of any kind.
8. The statements that we make to our stakeholders shall be truthful and made in good faith.
9. We shall not engage in any restrictive or unfair trade practices.
10. We shall provide avenues for our stakeholders to raise concerns or queries in good faith, or report instances of actual or perceived violations of our Code.
11. We shall strive to create an environment free from fear of retribution to deal with concerns that are raised or cases reported in good faith. No one shall be punished or made to suffer for raising concerns or making disclosures in good faith or in the public interest.
12. We expect the leaders of our businesses to demonstrate their commitment to the ethical standards set out in this Code through their own behaviour and by establishing appropriate processes within their companies.
13. We shall comply with the laws of the countries in which we operate and any other laws which apply to us. With regard to those provisions of the Code that are explicitly dealt with under an applicable law or employment terms, the law and those terms shall take precedence. In the event that the standards prescribed under any applicable law are lower than that of the Code, we shall conduct ourselves as per the provisions of the Code.

REMEMBER...

"Good faith" means having a reasonable belief that the information you have provided is truthful. It does not mean having 'all the evidence' about the potential violation or case reported.

OUR EMPLOYEES

Once you got the best people, the people who shared our values and ideals, we left them free to act on their own. We do not fetter them. We encourage them and give them opportunities for leadership.

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

D. OUR EMPLOYEES

Equal opportunity employer

1. We provide equal opportunities to all our employees and to all eligible applicants for employment in our company. We do not unfairly discriminate on any ground, including race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin, disability or any other category protected by applicable law.
2. When recruiting, developing and promoting our employees, our decisions will be based solely on performance, merit, competence and potential.
3. We shall have fair, transparent and clear employee policies which promote diversity and equality, in accordance with applicable law and other provisions of this Code. These policies shall provide for clear terms of employment, training, development and performance management.

Q&A

A job requirement entails extensive travel. One of the candidates has excellent relevant experience and qualifications. However, this candidate is a single parent. As a result, I feel such a situation would significantly hinder this candidate's ability to cope with the job requirement. What should I do?

In accordance with the Code, the decision to recruit an employee should be based upon merit. We cannot make a presumption that the candidate would not be able to meet the travel requirements of the job. All eligible candidates should be provided with equal opportunity to demonstrate or justify that they can cope with the travel requirements of the job. Being a single parent cannot be a ground to be discriminated against at any stage of recruitment or ongoing employment in our company.

REMEMBER...

We do not tolerate harassment in any form and therefore we expect every employee to discourage such misdemeanours in the workplace.

Dignity and respect

4. Our leaders shall be responsible for creating a conducive work environment built on tolerance, understanding, mutual cooperation and respect for individual privacy.
5. Everyone in our work environment must be treated with dignity and respect. We do not tolerate any form of harassment, whether sexual, physical, verbal or psychological.
6. We have clear and fair disciplinary procedures, which necessarily include an employee's right to be heard.
7. We respect our employees' right to privacy. We have no concern with their conduct outside our work environment, unless such conduct impairs their work performance, creates conflicts of interest or adversely affects our reputation or business interests.

Human rights

8. We do not employ children at our workplaces.
9. We do not use forced labour in any form. We do not confiscate personal documents of our employees, or force them to make any payment to us or to anyone else in order to secure employment with us, or to work with us.

Bribery and corruption

10. Our employees and those representing us, including agents and intermediaries, shall not, directly or indirectly, offer or receive any illegal or improper payments or comparable benefits that are intended or perceived to obtain undue favours for the conduct of our business.

REMEMBER...

Violation by even a single employee of any law relating to anti-bribery, anti-corruption, anti-competition, data privacy, etc. could result in severe financial penalties and cause irreparable reputational damage to the company.

Gifts and hospitality

11. Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate, and in compliance with our company's gifts and hospitality policy.

Freedom of association

12. We recognise that employees may be interested in joining associations or involving themselves in civic or public affairs in their personal capacities, provided such activities do not create an actual or potential conflict with the interests of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

REMEMBER...

As a general rule, we may accept gifts or hospitality from a business associate, only if such a gift:

- has modest value and does not create a perception (or an implied obligation) that the giver is entitled to preferential treatment of any kind;
- would not influence, or appear to influence, our ability to act in the best interest of our company;
- would not embarrass our company or the giver if disclosed publicly.

The following gifts are never appropriate and should never be given or accepted:

- gifts of cash or gold or other precious metals, gems or stones;
- gifts that are prohibited under applicable law;
- gifts in the nature of a bribe, payoff, kickback or facilitation payment*;
- gifts that are prohibited by the gift giver's or recipient's organisation; and
- gifts in the form of services or other non-cash benefits (e.g. a promise of employment).

(*'Facilitation' payment is a payment made to secure or speed up routine legal government actions, such as issuing permits or releasing goods held in customs.)

Working outside employment with us

13. Taking employment, accepting a position of responsibility or running a business outside employment with our company, in your own time, with or without remuneration, could interfere with your ability to work effectively at our company or create conflicts of interest. Any such activity must not be with any customer, supplier, distributor or competitor of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.

15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.

16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.

17. Our employees shall respect and protect all confidential information and intellectual property of our company.

18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

Q&A

I am an accountant in the finance department of my company. Due to my artistic skills, I received an offer to pen cartoons for a children's publication for which I would receive compensation. I plan to undertake this activity during week-ends. What should I do before accepting this offer?

Before accepting the offer, you should ascertain whether the company policies and rules require you to make a disclosure to your supervisor so that the company may determine whether your undertaking this activity adversely affects our company's interests. On confirmation from the company that it does not do so, you would be free to take up the activity. It is also your duty to bring to the attention of the company whenever there is any change in the situation you have disclosed.

20. Our employees shall use all company assets, tangible and intangible, including computer and communication equipment, for the purpose for which they are provided and in order to conduct our business. Such assets shall not be misused. We shall establish processes to minimise the risk of fraud, and misappropriation or misuse of our assets.

21. We shall comply with all applicable anti-money laundering, anti-fraud and anti-corruption laws and we shall establish processes to check for and prevent any breaches of such laws.

Insider trading

22. Our employees must not indulge in any form of insider trading nor assist others, including immediate family, friends or business associates, to derive any benefit from access to and possession of price sensitive information that is not in the public domain. Such information would include information about our company, our group companies, our clients and our suppliers.

Q&A

Our company has recently announced the launch of a new business initiative. In connection with this, your friend who is a journalist with a leading business newspaper has asked you to provide some information that he could cover in his forthcoming article. He has promised not to quote you, or reveal your identity. Should you be giving him this information?

No. You should not be sharing information of this nature with the media, even if it is assured that the source would remain anonymous. Only authorised personnel in the company are permitted to speak to the media and provide information of this nature.

Our company has a "Use of Social Media" policy that lays down the "dos and don'ts" for use of social media even if you may access such media on your own time. Why is there such a policy?

External communication is a serious matter. It must be carefully managed because information put out with reference to our company or its businesses needs to be clear, truthful and not violate any undertakings we have given to other parties. In each business there are managers nominated to authorise and make different types of statements to the outside world. These managers should be consulted about any request for information you may receive or information you think we should give out.
In using social media, in particular blogs or social networking sites, you should exercise great caution while talking about our company or the business we do. It may feel like you are chatting with friends or expressing a personal opinion but even while doing so you cannot share any confidential information of our company.

REMEMBER...

We must respect the property rights of others by never misusing their assets, intellectual property or trade secrets, including the copying or downloading of unauthorised software, trademarks, copyrighted material or logos. We should never make unauthorised copies of computer software programs or use unlicensed personal software on company computers.

Prohibited drugs and substances

23. Use of prohibited drugs and substances creates genuine safety and other risks at our workplaces. We do not tolerate prohibited drugs and substances from being possessed, consumed or distributed at our workplaces, or in the course of company duties.

Conflicts of interest

24. Our employees and executive directors shall always act in the interest of our company and ensure that any business or personal association *including close personal relationships* which they may have, does not create a conflict of interest with their roles and duties in our company or the operations of our company. Further, our employees and executive directors shall not engage in any business, relationship or activity, which might conflict with the interest of our company or our group companies.

25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.

26. In the case of all employees other than executive directors, the Chief Executive Officer / Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer / Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

Q&A

You are responsible for maintaining our company's customer database. One of your friends is starting a business venture and requests you to share a few particulars from this database for marketing purposes of his business. He assures you that he would keep the data as well as his source confidential. Should you do so?

No. You should respect the confidentiality of customer information and not share any part of the database with any person without due authorisation.

You have access to revenue numbers of different business units of our company. While having a conversation with you over evening drinks, your friend enquires about the financial performance of our company. You do not share detailed information with your friend, but share approximate revenue figures. Is this conduct of yours correct?

No, it is not. You are not permitted to share financial information of our company with others who do not need to know this information. Financial information should always be safeguarded and disclosed only on a need-to-know basis after obtaining requisite approvals. Sharing of any price sensitive information that is not generally available with the public could also lead to violation of applicable insider trading laws.

27. Notwithstanding such or any other instance of conflict of interest that exists due to historical reasons, adequate and full disclosure by interested employees shall be made to our company's management. At the time of appointment in our company, our employees and executive directors shall make full disclosure to the competent authority, of any interest leading to an actual or potential conflict that such persons or their immediate family (including parents, siblings, spouse, partner, children) or persons with whom they enjoy close personal relationships, may have in a family business or a company or firm that is a competitor, supplier, customer or distributor of, or has other business dealings with, our company.

REMEMBER...

A conflict of interest could be any known activity, transaction, relationship or service engaged in by an employee, his/her immediate family (including parents, siblings, spouse, partner, and children), relatives or a close personal relationship, which may cause concern (based upon an objective determination) that the employee could not or might not be able to fairly perform his/her duties to our company.

Examples of Potential Conflicts of Interest

A conflict of interest, actual or potential, arises where, directly or indirectly, an employee or executive director:

(a) engages in a business, activity or relationship with anyone who is party to a transaction with our company;

(b) is in a position to derive an improper benefit, personally or for any family member or for any person in a close personal relationship, by making or influencing decisions relating to any transaction;

(c) conducts business on behalf of our company or is in a position to influence a decision with regard to our company's business with a supplier or customer where a relative of, or a person in close personal relationship with, an employee or executive director is a principal officer or representative, resulting in a personal benefit or a benefit to the relative;

(d) is in a position to influence decisions with regard to award of benefits such as increase in salary or other remuneration, posting, promotion or recruitment of a relative or a person in close personal relationship employed in our company or any of our group companies;

(e) undertakes an activity by which the interest of our company or our group companies can be compromised or defeated; or

(f) does anything by which an independent judgement of our company's or our group companies' best interest cannot be exercised.

28. If there is a failure to make the required disclosure and our management becomes aware of an instance of conflict of interest that ought to have been disclosed by an employee or executive director, our management shall take a serious view of the matter and consider suitable disciplinary action as per the terms of employment. In all such matters, we shall follow clear and fair disciplinary procedures, respecting the employee's right to be heard.

Examples of activities normally approved (post-disclosure) as per applicable company policy

Acceptance of a position of responsibility (whether for remuneration or otherwise) in the following cases would typically be permitted, provided the time commitments these demand do not disturb or distract from the employee's primary duties and responsibilities in our company, and are promptly disclosed to the relevant competent authority:

(a) Directorships on the Boards of any of our group companies, joint ventures or associate companies.

(b) Memberships/positions of responsibility in educational/professional bodies, where such association will promote the interests of our company.

(c) Memberships or participation in government committees/bodies or organisations.

Q&A

You are in a relationship with a colleague who has been recently moved into your team and would now be reporting to you. What should you do?

Romantic or close personal relationships with another employee where a reporting relationship exists and one is responsible for evaluating the other's performance, is likely to create a conflict of interest. In such a situation, you would need to report the potential conflict to your supervisor.

Your company is submitting a proposal to a company in which you were previously employed. You have confidential information pertaining to your previous employer, which you believe will help your present employer in winning the contract. Should you share this information?

No. You should not share this information with your company since it relates to confidential information of a third party. Your company respects its employees' duty to protect confidential information that they may have relating to their previous employers.

You are the purchasing manager in the procurement department of your company. You receive an invitation from a supplier to attend a premier sporting event as her guest. This particular supplier is one of the vendors who has submitted a proposal for an open tender issued by your company. Should you accept the invitation?

No. You should not accept the invitation in this instance. Since you are in a key decision-making role for the tender, any unusual benefit that you receive could be perceived as an inducement that could compromise your objectivity.

OUR CUSTOMERS

We have continued to enjoy prosperity, even with adverse times to fight against. Our relations with all concerned are the most friendly. We have maintained the same character for straight-forward dealing with our constituents and customers. Our productions have continued to be of the same high quality, and therefore command the best reputation and realise the highest prices. … I mention these facts only to point out that with honest and straight-forward business principles, close and careful attention to details, and the ability to take advantage of favourable opportunities and circumstances, there is a scope for success.

Jamsetji Tata
Founder of the Tata group
Chairman, Tata Sons (1868 – 1904)

E. OUR CUSTOMERS

Products and services

1. We are committed to supplying products and services of world-class quality that meet all applicable standards.
2. The products and services we offer shall comply with applicable laws, including product packaging, labelling and after-sales service obligations.
3. We shall market our products and services on their own merits and not make unfair or misleading statements about the products and services of our competitors.

Export controls and trade sanctions

4. We shall comply with all relevant export controls or trade sanctions in the course of our business.

Fair competition

5. We support the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.
6. We shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors.
7. We collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

Dealings with customers

8. Our dealings with our customers shall be professional, fair and transparent.
9. We respect our customers' right to privacy in relation to their personal data. We shall safeguard our customers' personal data, in accordance with applicable law.

Q&A

You are the Regional Sales Manager of our company. You have become a member of an "informal group", on an instant messaging service, whose members are the regional sales heads of our company's competitors. The administrator of the group has requested an in-person meeting to informally discuss market conditions and brainstorm on "pricing strategy" from an industry perspective. What should you do?

Any meeting with competitors, especially to discuss "pricing strategy", could be an attempt to promote an anti-competitive practice or manipulate prices. You should respond by declining this invitation and exiting the "informal group". You should also report this incident to your supervisor and your Legal department.

You are attending a customer meeting with a colleague, and your colleague makes an untruthful statement about the company's services. What should you do?

You should assist your colleague in correcting the inaccuracy during the meeting if possible. If this is not possible, raise the issue with your colleague after the meeting to enable him/her or the company to correct any misrepresentation made to the customer.

While working on a customer project, you receive a call from your colleague. He used to manage that customer account before you took over his role. He recalls that he had worked with the customer on developing a new ordering system which he thinks would be beneficial for another customer and requests you to send him the project details. What should you do?

You must not share this information without specific approval of the customer; you are not permitted to use a customer's assets, including software, for another customer or for any personal use.

REMEMBER...

Striving for excellence in the standards of our work and in the quality of our goods and services is a core Tata value. It is the unwavering practice of this value that builds and sustains customer trust in our brand.

OUR COMMUNITIES AND THE ENVIRONMENT

> In a free enterprise, the community is not just another shareholder in business but is in fact the very purpose of its existence.

Jamsetji Tata

Founder of the Tata group
Chairman, Tata Sons (1868 – 1904)

F. OUR COMMUNITIES AND THE ENVIRONMENT

Communities

1. We are committed to good corporate citizenship, and shall actively assist in the improvement of the quality of life of the people in the communities in which we operate.
2. We engage with the community and other stakeholders to minimise any adverse impact that our business operations may have on the local community and the environment.
3. We encourage our workforce to volunteer on projects that benefit the communities in which we operate, provided the principles of this Code, where applicable, and in particular the 'Conflicts of Interest' clause are followed.

The environment

4. In the production and sale of our products and services, we strive for environmental sustainability and comply with all applicable laws and regulations.
5. We seek to prevent the wasteful use of natural resources and are committed to improving the environment, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. We shall endeavour to offset the effect of climate change in our activities.

OUR VALUE-CHAIN PARTNERS

If we had done some of the things that some other groups have done, we would have been twice as big as we are today. But we didn't, and I would not have it any other way.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

(on the pace of expansion of the Tata group in the 1960s and 70s)

G. OUR VALUE-CHAIN PARTNERS

1. We shall select our suppliers and service providers fairly and transparently.
2. We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
3. Our suppliers and service providers shall represent our company only with duly authorised written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
4. We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
5. We respect our obligations on the use of third party intellectual property and data.

Q&A

You head the procurement function in our company. You have tight budgetary constraints for a project that you are working on. In order to complete the project within the targeted costs, you intend to request your supplier to provide you an exceptional discount on this project order on the understanding that you would "make it up to him" in future orders. Would you be violating the Code?

Yes, you would. Inducement in any form, including future benefits to the supplier, could compromise your ability to act objectively and in the best interests of the company and therefore must be avoided.

REMEMBER...

Our value-chain partners would include our suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents; joint-venture partners and other business associates.

OUR FINANCIAL STAKEHOLDERS

Ethical behaviour in business – in every sphere and with all constituents – has been the bedrock on which the Tata group has built, and operates, its enterprises. This has been an article of faith for the group ever since its inception, a fundamental element of our cherished heritage and the essence of our way of life.

Ratan Tata
Chairman, Tata Sons (1991 – 2012)

H. OUR FINANCIAL STAKEHOLDERS

1. We are committed to enhancing shareholder value and complying with laws and regulations that govern shareholder rights.
2. We shall inform our financial stakeholders about relevant aspects of our business in a fair, accurate and timely manner and shall disclose such information in accordance with applicable law and agreements.
3. We shall keep accurate records of our activities and shall adhere to disclosure standards in accordance with applicable law and industry standards.

GOVERNMENTS

Business, as I have seen it, places one great demand on you; it needs you to impose a framework of ethics, values, fairness and objectivity on yourself at all times. It is not easy to do this; you cannot impose it on yourself forcibly because it has to become an integral part of you.

Ratan Tata
Chairman, Tata Sons (1991 – 2012)

I. GOVERNMENTS

Political non-alignment

1. We shall act in accordance with the constitution and governance systems of the countries in which we operate. We do not seek to influence the outcome of public elections, nor to undermine or alter any system of government. We do not support any specific political party or candidate for political office. Our conduct must preclude any activity that could be interpreted as mutual dependence/favour with any political body or person, and we do not offer or give any company funds or property or other resources as donations to any specific political party, candidate or campaign.

   Any financial contributions considered by our Board of Directors in order to strengthen democratic forces through a clean electoral process shall be extended only through the Progressive Electoral Trust in India, or by a similar transparent, duly-authorised, non-discriminatory and non-discretionary vehicle outside India.

Government engagement

2. We engage with the government and regulators in a constructive manner in order to promote good governance. We conduct our interactions with them in a manner consistent with our Code.

3. We do not impede, obstruct or improperly influence the conclusions of, or affect the integrity or availability of data or documents for any government review or investigation.

OUR GROUP COMPANIES

I do not think anyone was on par with Jamsetji as an industrial visionary. But that is not the sole reason why I have been an admirer of Jamsetji. The major reason was his sense of values, sterling values, which he imparted to this group. If someone were to ask me, what holds the Tata companies together, more than anything else, I would say it is our shared ideals and values which we have inherited from Jamsetji Tata.

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

J. OUR GROUP COMPANIES

1. We seek to cooperate with our group companies, including joint ventures, by sharing knowledge, physical resources, human and management resources and adopting leading governance policies and practices in accordance with applicable law including adherence to competition law, where relevant.
2. We shall strive to achieve amicable resolution of any dispute between us and any of our group companies, through an appropriate dispute resolution mechanism so that it does not adversely affect our business interests and stakeholder value.
3. We shall have processes in place to ensure that no third party or joint venture uses the TATA name/brand to further its interests without proper authorisation.
4. Our Board of Directors shall consider for adoption policies and guidelines periodically formulated by Tata Sons and circulated to group companies.

Q&A

You are in the process of selecting potential vendors for an IT project in our company. In the final shortlist of two companies, one is a new start-up with limited references and a lower price-quotation, while the other is a Tata company with thirty years of implementation experience and good references, but a marginally higher quote for the same job. With all other parameters of choice being nearly equal, which company should you select for the job?

While price is undoubtedly an important criterion for decision making, it is clearly not the only one to be evaluated. You may also need to consider good customer references, proven track record and shared value systems in order to decide on your IT partner.

You are in the process of selecting potential vendors for a project. One of the three finalists is a group company. In reviewing the final proposals, you rank the group company second out of the three proposals based on pricing and total cost of ownership, and select the first-ranked vendor. Is this the right decision?

Yes. You should select the vendor that, on its own merits, is the vendor that is most appropriate for your company's requirements. You should not select a group company only because of its affiliation.

RAISING CONCERNS

We encourage our employees, customers, suppliers and other stakeholders to raise concerns or make disclosures when they become aware of any actual or potential violation of our Code, policies or law. We also encourage reporting of any event (actual or potential) of misconduct that is not reflective of our values and principles.

Avenues available for raising concerns or queries or reporting cases could include:

- immediate line manager or the Human Resources department of our company
- designated ethics officials of our company
- the 'confidential reporting' third party ethics helpline (if available)
- any other reporting channel set out in our company's 'Whistleblower' policy.

We do not tolerate any form of retaliation against anyone reporting legitimate concerns. Anyone involved in targeting such a person will be subject to disciplinary action.

If you suspect that you or someone you know has been subjected to retaliation for raising a concern or for reporting a case, we encourage you to promptly contact your line manager, the company's Ethics Counsellor, the Human Resources department, the MD/CEO or the office of the group's Chief Ethics Officer.

My supervisor has asked me to do something which I believe may be illegal. I am afraid if I do not do what I am told, I could lose my job. Should I do it?

No. Breaking the law is never an option. Discuss the situation with your supervisor to be certain that you both understand the facts. If your concerns are not resolved, contact a higher level supervisor, the Ethics Counsellor, the Legal department or report them via the company's confidential reporting system, if available.

I feel that my supervisor is treating me unfairly for reporting a concern to the Ethics Counsellor. What should I do?

Retaliation against anyone who raises a concern is a violation of the Code. You should therefore promptly report this action of your supervisor to the Ethics Counsellor or the MD/CEO of your company or via the company's confidential reporting system, if available.

ACCOUNTABILITY

This Code is more than a set of prescriptive guidelines issued solely for the purpose of formal compliance. It represents our collective commitment to our value system and to our core principles.

Every person employed by us, directly or indirectly, should expect to be held accountable for his/her behaviour. Should such behaviour violate this Code, they may be subject to action according to their employment terms and relevant company policies.

When followed in letter and in spirit, this Code is *'lived'* by our employees as well as those who work with us. It represents our shared responsibility to all our stakeholders, and our mutual commitment to each other.

SPEAK UP...

If you are unsure whether a particular action you are about to take is consistent with the principles set forth in the Code, ask yourself:

- Could it directly or indirectly endanger someone or cause them injury?
- Is it illegal/unlawful or out of line with our policies and procedures?
- Does my conscience reject it? Does it conflict with my personal values?
- Would I feel uncomfortable if the story appeared in the media? Would it shame my company, spouse, partner, parent or child?
- Does it 'feel' wrong?

If the answer to any of these questions is "Yes", please stop and consult your reporting manager, the Ethics Counsellor, the Human Resource department, the Legal department or any member of the senior management team, to assist you in making the decision.

When faced with a dilemma: Stop, Think, Act Responsibly

NOTE

The Code does not provide a comprehensive and complete explanation of all expectations from a company standpoint or obligations from a stakeholder standpoint.

Our employees have a continuing obligation to familiarise themselves with all applicable law, group-level advisories and policies, company-level policies, procedures and work rules as relevant. For any guidance on interpretation of the Code, we may seek support from our company's Ethics Counsellor or from the group's Chief Ethics Officer, as appropriate.

All joint ventures are encouraged to adopt the Tata Code of Conduct (TCOC) or a code of conduct that incorporates all elements of the TCOC.

This version of the Tata Code of Conduct supersedes all earlier versions and associated documents and stands effective from 29th July, 2015.

For any query or clarification on the Code, please contact the office of the group's Chief Ethics Officer via email at: ethicsoffice@tata.com.

TATA CODE OF CONDUCT – 2015

I acknowledge that I have received the Tata Code of Conduct.

I have read the Tata Code of Conduct and I acknowledge that as a Tata employee, I am required to comply with the guidelines described therein and failure to do so may subject me to action as per my employment terms and relevant company policies.

If I have a concern about a violation, or a potential violation of the Tata Code of Conduct, I understand that there are channels available to me in my company to report such concerns. By making use of these channels when necessary, I will play my part in maintaining the high ethical standards to which we hold ourselves.

Signature: _____

Date: _____

Name: _____

Department: _____

Address: _____

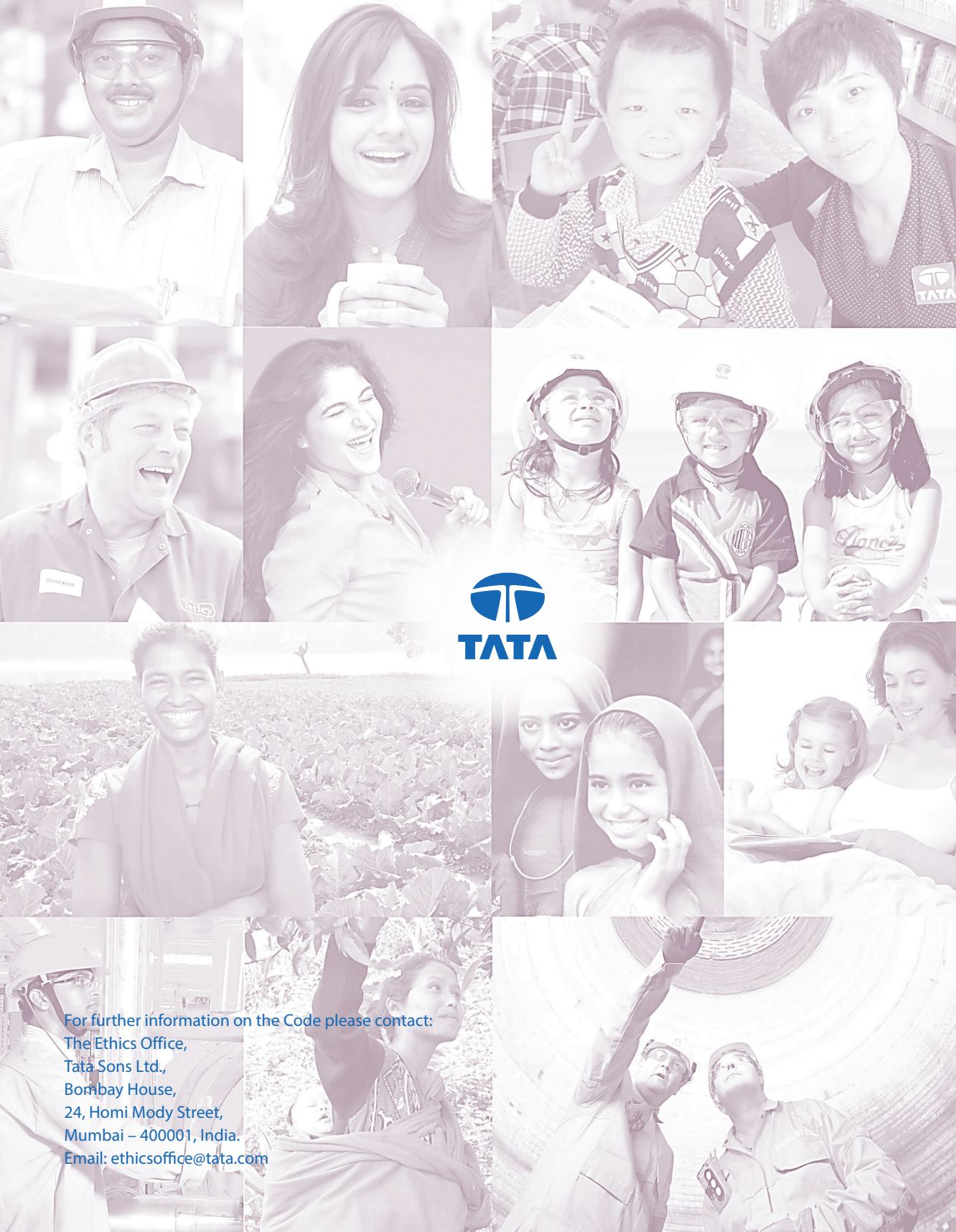
_____

_____

(Please submit this declaration to your Ethics Counsellor or the Human Resource department of your company.)

NOTES

NOTES



TATA

For further information on the Code please contact:
The Ethics Office,
Tata Sons Ltd.,
Bombay House,
24, Homi Mody Street,
Mumbai – 400001, India.
Email: ethicsoffice@tata.com